

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
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SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.


A final itemized statement will be sent to you within three weeks of the termination of your tenancy.


Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: 

Resident's Initials: 



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: SEPTEMBER 14, 2016**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as <u>Walker Apartments</u> .			
UNIT NUMBER: 1	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 9/16/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 9/15/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Daron Terry		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last): Pamela Foster			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leathem	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: <input type="checkbox"/> (If checked) PET RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$700.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to <u>Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235</u> . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. <input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 01 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$700.00	\$0.00	-
Base Rent from <u>9/16/2016</u> through <u>10/15/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	9/16/2016
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,855.00	\$760.00	\$1,095.00	9/16/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>10/16/2016</u> through <u>10/31/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$547.50	-	\$547.50	10/1/2016
TOTAL	\$547.50	-	\$547.50	10/1/2016

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guaranty	<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living
<input checked="" type="checkbox"/> Lead Paint Booklet	<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information
<input type="checkbox"/> Emergency procedures and information.		

Created on **September 14, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at least thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of

our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

- 19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:
- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
 - Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
 - Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
 - Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.
- 20. CONSTRUCTION.** If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.
- 21. CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.
- 22. CRIME-FREE COMMUNITY.** You and your Related Parties:
- May not engage in criminal activity on or near your Residence or the Property;
 - May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
 - May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
 - "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);
- A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.
- 23. DAMAGE TO RESIDENCE.** If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.
- 24. DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.
- 25. DISABILITIES - REASONABLE ACCOMMODATION.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.
- 26. EARLY TERMINATION OPTION.** If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and



additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any



locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will

damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air

quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any

damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



Signed by Daron Terry

Wed Sep 14 01:43:32 PM PDT 2016
Key: 97107385; IP Address: 172.58.20.70

Daron Terry (Resident)

Date



Signed by Melissa Leathem

Wed Sep 14 05:09:11 PM PDT 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.



Signed by Daron Terry

Wed Sep 14 01:44:28 PM PDT 2016

Key: 97107385; IP Address: 172.58.20.70

Daron Terry (Resident)

Date



Signed by Melissa Leathem

Wed Sep 14 05:09:11 PM PDT 2016

Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

SV24095548-11375



Landlord's Initials:

M. L.
565BB410

Resident's Initials:

D. T.
97107385



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **September 16, 2016** between **Walker Apartments** "Owner/Agent" and **Daron Terry** "Resident" for the premises located at **633 East Park Ave #1, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

D. T.
97107385

(Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

 - **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

SV24095548-9995



- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:



Signed by Daron Terry

Wed Sep 14 01:44:52 PM PDT 2016

Key: 97107385; IP Address: 172.58.20.70

Daron Terry (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

GUARANTY

"Landlord": **R.A. Snyder Properties, Inc.**

and "Resident(s)": **Daron Terry** agree as follows:

- 1) In consideration of the Landlord entering into a certain Rental Agreement on or about **September 16, 2016**, for the lease of the premises known as **633 East Park Ave #1, El Cajon, CA 92020** with Resident, the Guarantor, **Pamela Foster**, does hereby agree to guarantee unconditionally to Landlord, its successors or assigns, prompt payment by the Resident of the rent, late charges, and all other charges, expenses, and costs of every kind and nature, which are or may be due now or in the future to the Landlord pursuant to the terms of the Rental Agreement in the manner and at the time prescribed therein, and the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations and related obligations arising by reason of the Rental Agreement required to be performed, satisfied, or observed by the Resident ("Guaranty").
- 2) This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Rental Agreement or by any permitted assignment or subletting of all or any part of the interest of Resident in the Rental Agreement. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of the Landlord to enforce any or all of the rights or remedies of the Landlord whether pursuant to the terms of said Rental Agreement or at law or in equity.
- 3) This Guaranty is a continuing one and shall terminate only upon payment by Resident of all the rent and other sums due under said Rental Agreement and upon performance by Resident of all duties and obligations contained in the Rental Agreement. This Guaranty extends to any and all liability which the Resident has or may have to the Landlord by reason of matters occurring before the signing of the Rental Agreement by the parties, or commencement of the terms of the Rental Agreement, or by matters occurring after the expiration of the term of the Rental Agreement, by reason of removal of the Resident's property, surrender of possession, or other matters.
- 4) The undersigned waives notice (a) of any default by Resident (i) in payment by Resident of any of the rent or other sums hereby guaranteed (ii) in the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations, and related obligations arising by reason of the Rental Agreement, required to be performed, satisfied, or observed by the Resident, (b) of acceptance by Landlord of this Guaranty.
- 5) The Guarantor consents that the Landlord may, without notice to Guarantor from time to time, extend the time for performance or otherwise modify, alter, or change the Rental Agreement in any or all of its provisions thereof and may extend the time for payment of the rent and all other sums hereby guaranteed and may compromise, settle, or otherwise release the Resident from full performance hereunder and may receive and accept notes, checks, and other instruments for the payment of money made by the Resident and agree to extensions and renewals thereon without in any way releasing or discharging the Guarantor of its obligations under this Guaranty. Notice of presentment of any such note and/or notice of default in the payment thereof and/or protest or notice of protest thereof is expressly waived by the Guarantor.
- 6) The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional and unlimited. The Landlord cannot be required to pursue any remedies the Landlord may have against the Resident or against any security deposit or other collateral as a condition to the enforcement of this Guaranty. Nor shall the Guarantor be discharged or released by reason of discharge or release of the Resident for any reason, including a discharge in bankruptcy, receivership or other proceeding, a disaffirmation or representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of the liability of the Resident or remedy of the Landlord. The Guarantor assumes all responsibility for being and keeping itself informed of the Resident's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Resident under the rental Agreement. The Guarantor agrees that the Landlord shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risk.
- 7) The Guarantor subordinates any and all claims that the Guarantor has or may have against the Resident by reason of subrogation for payments or performances under this Guaranty or claims for any reason or cause. The Guarantor agrees not to assert any claims by reason of subordination under this Guaranty, until such time as the payment and other obligations of the Resident to the Landlord are fully satisfied and discharged.
- 8) In the event any action should be commenced by the Landlord against the Guarantor to enforce any of the terms or conditions of the Guaranty, the Landlord shall be entitled to recover from the Guarantor hereunder, in any action in which it shall prevail, its reasonable attorney's fees as well as all costs awarded by the court.

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Walker Apartments

- 9) This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall bind the successors, legal representatives and heirs of the Guarantor.
- 10) Nothing contained herein shall be construed as creating a Landlord / Tenant relationship between the Landlord and the Guarantor. The Guarantor is not granted or entitled to any possessory interests in the premises.
- 11) Venue for any action or proceeding arising out of this Guaranty shall be in **San Diego** County in the State of **California**. This Guaranty shall be governed by and interpreted under the laws of and enforced in the courts of the State of **California**, County of **San Diego**.

NOTICE: Guarantor's obligations hereunder extend to, but are not limited to, all renewals of the original lease term and month-to-month extensions, and includes damages that occur as a result of the Resident wrongfully holding over, committing waste, abandoning personal property, and any other costs and expenses incurred by the Landlord until the tenancy is terminated.

IN WITNESS THEREOF, the undersigned Guarantor has executed this Guaranty on this **14th** day of **September**, in the year **2016**.



Signed by Pamela Foster

Wed Sep 14 04:57:30 PM PDT 2016
Key: 8E4157B5; IP Address: 104.32.188.159

Pamela Foster (*Guarantor*)

Date



Signed by Daron Terry

Wed Sep 14 01:45:25 PM PDT 2016
Key: 97107385; IP Address: 172.58.20.70

Daron Terry (*Resident*)

Date



Signed by Melissa Leathem

Wed Sep 14 05:09:12 PM PDT 2016
Key: 565BB410; IP Address: 68.7.22.65

(*Resident Manager*)

Date



Landlord's Initials: **M.L.**
565BB410
Resident's Initials: **D.T.**
97107385



WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%

Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	



Signed by Daron Terry

Wed Sep 14 01:46:16 PM PDT 2016
Key: 97107385; IP Address: 172.58.20.70

Daron Terry (Resident)

Date



Signed by Melissa Leathem

Wed Sep 14 05:09:12 PM PDT 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials: **M.L.**
565BB410
Resident's Initials: **D.T.**
97107385



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **September 14, 2016** for Apt #1.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

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Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Melissa Leathem
 Wed Sep 14 05:09:12 PM PDT 2016
 Key: 565BB410; IP Address: 68.7.22.65



Signed by Daron Terry
 Wed Sep 14 01:46:53 PM PDT 2016
 Key: 97107385; IP Address: 172.58.20.70

(Owner's Representative)

Date

Daron Terry (Resident)

Date



Landlord's Initials: **M.L.**
 565BB410
 Resident's Initials: **D.T.**
 97107385



PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **September 16, 2016** between **Walker Apartments** (Owner/Agent) and **Daron Terry**, (Resident) for the premises located at **633 East Park Ave #1, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



Signed by Daron Terry

Wed Sep 14 01:47:07 PM PDT 2016

Key: 97107385; IP Address: 172.58.20.70

Daron Terry (Resident)

Date



Signed by Melissa Leathem

Wed Sep 14 05:09:12 PM PDT 2016

Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

SV24095548-1071



Landlord's Initials:



Resident's Initials:



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #1, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Daron Terry Birthdate: 6/27/1981 SSN #: 558-67-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
---	---

Monthly Rent: Security Deposit: Pet Deposit: Key Deposit: Other Deposit:	\$1,095.00 \$700.00 _____ _____ _____	Children: _____ Pets: _____ Automobiles: _____ No. of Occupants:	_____ _____ _____ 1
---	--	---	------------------------------

Emergency Contacts:

Daron Terry _____

LEASE INFORMATION

Move-In Date: Lease Expiration Date: Previous Escalation Date: Concessions: HUD?: Print Rent Bill?:	September 16, 2016 September 15, 2017 _____ _____ YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>
--	--

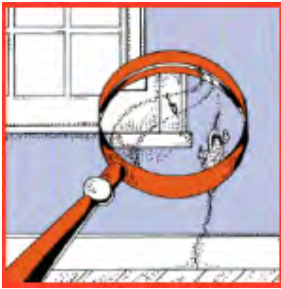
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Daron Terry	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Daron Terry	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

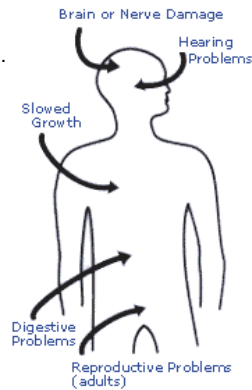
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Alaa Maroki and Ghada Khammi	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #2, El Cajon, CA 92020	Move in date November 15, 2016		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

- CODES:** **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.



Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

- According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
- (1) The compensation of a landlord for a tenant's default in the payment of rent
 - (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
 - (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
 - (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials:   

Resident's Initials: _____



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: **NOVEMBER 14, 2016****VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 2	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 11/15/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 11/30/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Alaa Maroki		NAME (First, Middle Initial, Last): Ghada Khammi	NAME (First, Middle Initial, Last):
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last): Kevin Khammy			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT:
			<input type="checkbox"/> (If checked) PET RENT:
<input checked="" type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a one time \$500.00 reduction in the monthly Base Rent applied the 1st calendar month of the Lease. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$700.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. <i>For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.</i>	<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.	<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tiry & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 02 Mailbox No. 2 Keys/openers to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		



Landlord's Initials:

M. L.
 565BB410

Resident's Initials:

A. M.
 1B679896

G. K.
 D7E1B193

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$700.00	\$0.00	-
Base Rent from 11/15/2016 through 12/14/2016 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$595.00	\$0.00	\$595.00	11/15/2016
Application Fee	\$90.00	\$90.00	\$0.00	-
TOTAL	\$1,385.00	\$790.00	\$595.00	11/15/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from 12/15/2016 through 12/31/2016 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$584.00	-	\$584.00	12/1/2016
TOTAL	\$584.00	-	\$584.00	12/1/2016

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guaranty	<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living
<input checked="" type="checkbox"/> Lead Paint Booklet	<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information
<input type="checkbox"/> Emergency procedures and information.		

Created on **November 14, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of

our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

- 7. LATE CHARGES AND DEFAULT INTEREST.** You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.
- 8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE.** If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:
- We have no obligation to give you possession of the Residence; and
 - We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

- 9. APPLIANCES.** Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

- 10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.
- 11. ASSIGNMENT BY LANDLORD.** During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.
- 12. AUTOMOBILE WASH AND REPAIR.** If permitted on the Property, automobile washing and oil changing may be done only in designated areas.
- 13. BALCONIES, PATIOS AND WINDOWS.** Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.
- 14. BARBEQUE GRILLS.** If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a

LP gas container of 1 pound or less is used.

- 15. BEDBUGS AND PESTS.** Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

- 16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES.** You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

- 17. COMMON AREA AMENITIES.** If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

- 18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT.** If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

- 19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:
- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
 - Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
 - Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
 - Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.
- 20. CONSTRUCTION.** If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.
- 21. CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.
- 22. CRIME-FREE COMMUNITY.** You and your Related Parties:
- May not engage in criminal activity on or near your Residence or the Property;
 - May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
 - May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
 - "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);
- A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.
- 23. DAMAGE TO RESIDENCE.** If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.
- 24. DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.
- 25. DISABILITIES - REASONABLE ACCOMMODATION.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.
- 26. EARLY TERMINATION OPTION.** If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and



additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**
- If renter's insurance is required** (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.
- 34. KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any

locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will



damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air

quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any

damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



Signed by Alaa Maroki

Tue Nov 15 10:30:28 AM PST 2016
Key: 1B679896; IP Address: 68.7.25.125

Alaa Maroki (Resident)

Date



Signed by Ghada Khammi

Mon Nov 14 11:56:07 PM PST 2016
Key: D7E1B193; IP Address: 72.197.144.110

Ghada Khammi (Resident)

Date



Signed by Melissa Leathem

Thu Nov 17 10:51:45 AM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date



Landlord's Initials:



Resident's Initials:



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.



Signed by Alaa Maroki

Tue Nov 15 10:30:41 AM PST 2016
Key: 1B679896; IP Address: 68.7.25.125

Alaa Maroki (Resident)

Date



Signed by Ghada Khammi

Mon Nov 14 11:57:37 PM PST 2016
Key: D7E1B193; IP Address: 72.197.144.110

Ghada Khammi (Resident)

Date



Signed by Melissa Leathem

Thu Nov 17 10:51:45 AM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date



Landlord's Initials:



Resident's Initials:



SV2514E239-1137E

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **November 15, 2016** between **Walker Apartments** "Owner/Agent" and **Alaa Maroki and Ghada Khammi** "Resident" for the premises located at **633 East Park Ave #2, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

A. M.
1B679896

G. K.
D7E1B193

(Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

 - **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

SV25145235-9995



- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:



Signed by Alaa Maroki

Tue Nov 15 10:31:14 AM PST 2016
Key: 1B679896; IP Address: 68.7.25.125

Alaa Maroki (Resident)

Date



Signed by Ghada Khammi

Mon Nov 14 11:58:21 PM PST 2016
Key: D7E1B193; IP Address: 72.197.144.110

Ghada Khammi (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

GUARANTY

"Landlord": **R.A. Snyder Properties, Inc.**

and "Resident(s)": **Alaa Maroki and Ghada Khammi** agree as follows:

- 1) In consideration of the Landlord entering into a certain Rental Agreement on or about **November 15, 2016**, for the lease of the premises known as **633 East Park Ave #2, El Cajon, CA 92020** with Resident, the Guarantor, **Kevin Khammy**, does hereby agree to guarantee unconditionally to Landlord, its successors or assigns, prompt payment by the Resident of the rent, late charges, and all other charges, expenses, and costs of every kind and nature, which are or may be due now or in the future to the Landlord pursuant to the terms of the Rental Agreement in the manner and at the time prescribed therein, and the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations and related obligations arising by reason of the Rental Agreement required to be performed, satisfied, or observed by the Resident ("Guaranty").
- 2) This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Rental Agreement or by any permitted assignment or subletting of all or any part of the interest of Resident in the Rental Agreement. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of the Landlord to enforce any or all of the rights or remedies of the Landlord whether pursuant to the terms of said Rental Agreement or at law or in equity.
- 3) This Guaranty is a continuing one and shall terminate only upon payment by Resident of all the rent and other sums due under said Rental Agreement and upon performance by Resident of all duties and obligations contained in the Rental Agreement. This Guaranty extends to any and all liability which the Resident has or may have to the Landlord by reason of matters occurring before the signing of the Rental Agreement by the parties, or commencement of the terms of the Rental Agreement, or by matters occurring after the expiration of the term of the Rental Agreement, by reason of removal of the Resident's property, surrender of possession, or other matters.
- 4) The undersigned waives notice (a) of any default by Resident (i) in payment by Resident of any of the rent or other sums hereby guaranteed (ii) in the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations, and related obligations arising by reason of the Rental Agreement, required to be performed, satisfied, or observed by the Resident, (b) of acceptance by Landlord of this Guaranty.
- 5) The Guarantor consents that the Landlord may, without notice to Guarantor from time to time, extend the time for performance or otherwise modify, alter, or change the Rental Agreement in any or all of its provisions thereof and may extend the time for payment of the rent and all other sums hereby guaranteed and may compromise, settle, or otherwise release the Resident from full performance hereunder and may receive and accept notes, checks, and other instruments for the payment of money made by the Resident and agree to extensions and renewals thereon without in any way releasing or discharging the Guarantor of its obligations under this Guaranty. Notice of presentment of any such note and/or notice of default in the payment thereof and/or protest or notice of protest thereof is expressly waived by the Guarantor.
- 6) The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional and unlimited. The Landlord cannot be required to pursue any remedies the Landlord may have against the Resident or against any security deposit or other collateral as a condition to the enforcement of this Guaranty. Nor shall the Guarantor be discharged or released by reason of discharge or release of the Resident for any reason, including a discharge in bankruptcy, receivership or other proceeding, a disaffirmation or representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of the liability of the Resident or remedy of the Landlord. The Guarantor assumes all responsibility for being and keeping itself informed of the Resident's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Resident under the rental Agreement. The Guarantor agrees that the Landlord shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risk.
- 7) The Guarantor subordinates any and all claims that the Guarantor has or may have against the Resident by reason of subrogation for payments or performances under this Guaranty or claims for any reason or cause. The Guarantor agrees not to assert any claims by reason of subordination under this Guaranty, until such time as the payment and other obligations of the Resident to the Landlord are fully satisfied and discharged.
- 8) In the event any action should be commenced by the Landlord against the Guarantor to enforce any of the terms or conditions of the Guaranty, the Landlord shall be entitled to recover from the Guarantor hereunder, in any action in which it shall prevail, its reasonable attorney's fees as well as all costs awarded by the court.

SV25145239-1171



Walker Apartments

- 9) This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall bind the successors, legal representatives and heirs of the Guarantor.
- 10) Nothing contained herein shall be construed as creating a Landlord / Tenant relationship between the Landlord and the Guarantor. The Guarantor is not granted or entitled to any possessory interests in the premises.
- 11) Venue for any action or proceeding arising out of this Guaranty shall be in **San Diego** County in the State of **California**. This Guaranty shall be governed by and interpreted under the laws of and enforced in the courts of the State of **California**, County of **San Diego**.

NOTICE: Guarantor's obligations hereunder extend to, but are not limited to, all renewals of the original lease term and month-to-month extensions, and includes damages that occur as a result of the Resident wrongfully holding over, committing waste, abandoning personal property, and any other costs and expenses incurred by the Landlord until the tenancy is terminated.

IN WITNESS THEREOF, the undersigned Guarantor has executed this Guaranty on this **14th** day of **November**, in the year **2016**.



Signed by Kevin Khammy

Thu Nov 17 10:29:26 AM PST 2016
Key: 36346ADF; IP Address: 72.197.144.110

Kevin Khammy (*Guarantor*)

Date



Signed by Alaa Maroki

Tue Nov 15 10:32:00 AM PST 2016
Key: 1B679896; IP Address: 68.7.25.125

Alaa Maroki (*Resident*)

Date



Signed by Ghada Khammi

Mon Nov 14 11:58:56 PM PST 2016
Key: D7E1B193; IP Address: 72.197.144.110

Ghada Khammi (*Resident*)

Date



Signed by Melissa Leathem

Thu Nov 17 10:51:45 AM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(*Resident Manager*)

Date



Landlord's Initials:



Resident's Initials:



WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%

Carpet:


Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:


1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%


Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

 **Signed by Alaa Maroki**
 Tue Nov 15 10:32:47 AM PST 2016
 Key: 1B679896; IP Address: 68.7.25.125
 Alaa Maroki (Resident) Date

 **Signed by Ghada Khammi**
 Tue Nov 15 12:02:10 AM PST 2016
 Key: D7E1B193; IP Address: 72.197.144.110
 Ghada Khammi (Resident) Date

 **Signed by Melissa Leathem**
 Thu Nov 17 10:51:46 AM PST 2016
 Key: 565BB410; IP Address: 68.7.22.65
 (Owner/Agent) Date

Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials:

M. L.
565BB410

Resident's Initials:

A. M.
1B679896

G. K.
D7E1B193



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **November 14, 2016** for Apt #2.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.


Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.


7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous


- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

 **Signed by Melissa Leathem**
 Thu Nov 17 10:51:46 AM PST 2016
 Key: 565BB410; IP Address: 68.7.22.65

(Owner's Representative) Date

 **Signed by Alaa Maroki**
 Tue Nov 15 10:34:02 AM PST 2016
 Key: 1B679896; IP Address: 68.7.25.125

Alaa Maroki (Resident) Date

 **Signed by Ghada Khammi**
 Tue Nov 15 12:04:07 AM PST 2016
 Key: D7E1B193; IP Address: 72.197.144.110

Ghada Khammi (Resident) Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **November 15, 2016** between **Walker Apartments** (Owner/Agent) and **Alaa Maroki and Ghada Khammi**, (Resident) for the premises located at **633 East Park Ave #2, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



Signed by Alaa Maroki

Tue Nov 15 10:34:17 AM PST 2016
Key: 1B679896; IP Address: 68.7.25.125

Alaa Maroki (Resident)

Date



Signed by Ghada Khammi

Tue Nov 15 12:04:20 AM PST 2016
Key: D7E1B193; IP Address: 72.197.144.110

Ghada Khammi (Resident)

Date



Signed by Melissa Leathem

Thu Nov 17 10:51:47 AM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

SV25145238-1071



Landlord's Initials:



Resident's Initials:



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #2, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Alaa Maroki Birthdate: 4/26/1975 SSN #: 617-61-**** Ghada Khammi Birthdate: 11/3/1983 SSN #: 839-03-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
---	--

Monthly Rent:	\$1,095.00	Children:	_____
Security Deposit:	\$700.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	2
Other Deposit:	_____		

Emergency Contacts:

Alaa Maroki _____
 Ghada Khammi _____

LEASE INFORMATION

Move-In Date:	November 15, 2016
Lease Expiration Date:	November 30, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

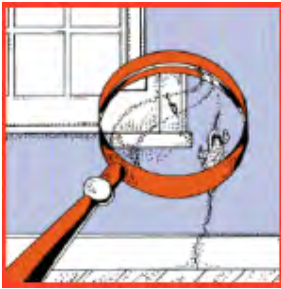
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Alaa Maroki	_____	_____	_____	_____
Ghada Khammi	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Alaa Maroki	_____	_____	_____	_____
Ghada Khammi	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

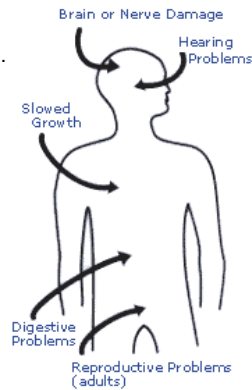
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Judith Musarra and Betty Engelby	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #3, El Cajon, CA 92020	Move in date May 1, 2017		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

SV2716722-11577



Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
--	-----------------	-----------------	---------------	-----------

SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

- According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
- (1) The compensation of a landlord for a tenant's default in the payment of rent
 - (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
 - (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
 - (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: APRIL 21, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 3	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 5/1/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 10/31/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Judith Musarra		NAME (First, Middle Initial, Last): Betty Engelby	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$1,000.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____
<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.			

Kimball, Tirey & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:

M. L.
565BB410

Resident's Initials:

S. J.M.

B. E.
E0AF312C

NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 03 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$1,000.00	\$0.00	\$1,000.00	5/1/2017
Base Rent from <u>5/1/2017</u> through <u>5/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	5/1/2017
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$2,155.00	\$60.00	\$2,095.00	5/1/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Base Rent from <u>6/1/2017</u> through <u>6/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$1,095.00	-	\$1,095.00	6/1/2017
TOTAL	\$1,095.00	-	\$1,095.00	6/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **April 21, 2017** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

4. **RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a **30-day month**.
5. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

6. **SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
- Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.



If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of



your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described



in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage,

which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTLI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:

- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or

- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

42. MOLD. Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks

- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

- 43. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.
- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason



allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;

- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.
- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this

Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting harm on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all

resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. **ATTORNEY FEES.** In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. **AMENDMENT.** This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. **CONSTRUCTION.** The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. **INTEGRATION.** This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. **PARTIAL INVALIDITY.** If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. **TIME IS OF THE ESSENCE.** Time is of the essence as to each obligation to be performed under this Agreement.


80. **VERBAL REPRESENTATIONS.** You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.


81. **WAIVER.** Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.


04/23/17
02:50 PM PDT
Judith Musarra (Resident) Date

 Signed by Betty Engelby
Wed Apr 26 05:31:51 PM PDT 2017
Key: E0AF312C; IP Address: 70.167.118.87
Betty Engelby (Resident) Date

 Signed by Melissa Leathem
Wed Apr 26 05:34:05 PM PDT 2017
Key: 565BB410; IP Address: 70.167.118.87
(Owner/Agent) Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:


Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.


Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach


Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

SV2716722-11375


04/23/17
02:50 PM PDT
 Judith Musarra (Resident) Date

 **Signed by Betty Engelby**
 Wed Apr 26 05:32:01 PM PDT 2017
 Key: E0AF312C; IP Address: 70.167.118.87
 Betty Engelby (Resident) Date

 **Signed by Melissa Leathem**
 Wed Apr 26 05:34:05 PM PDT 2017
 Key: 565BB410; IP Address: 70.167.118.87
 (Owner/Agent) Date

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** "Owner/Agent" and **Judith Musarra and Betty Engelby** "Resident" for the premises located at **633 East Park Ave #3, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

S.M.  (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



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- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

	04/23/17 02:51 PM PDT		Signed by Betty Engelby Wed Apr 26 05:32:18 PM PDT 2017 Key: E0AF312C; IP Address: 70.167.118.87
Judith Musarra (Resident)	Date	Betty Engelby (Resident)	Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%

Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	



Judith Musarra (Resident)

04/23/17
02:51 PM PDT

Date



Signed by Betty Engelby

Wed Apr 26 05:32:33 PM PDT 2017

Key: E0AF312C; IP Address: 70.167.118.87

Betty Engelby (Resident)

Date





Signed by Melissa Leathem

Wed Apr 26 05:34:05 PM PDT 2017

Key: 565BB410; IP Address: 70.167.118.87

(Owner/Agent)

Date

Landlord's Initials: 
Resident's Initials: 





Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials:

M. L.
565BB410

Resident's Initials:

S. M.

B. E.
E0AF312C



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **April 21, 2017** for Apt #3.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.



Landlord's Initials:

M. L.
565BB41D

Resident's Initials:

S. M.

B. E.
E0AF312C



SVZ7716722-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.


Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.


 **Signed by Melissa Leathem**
 Wed Apr 26 05:34:06 PM PDT 2017
 Key: 565BB410; IP Address: 70.167.118.87

Judith Musarra

04/23/17
 02:57 PM PDT

 (Owner's Representative) Date

 Judith Musarra (Resident) Date

 **Signed by Betty Engelby**
 Wed Apr 26 05:33:16 PM PDT 2017
 Key: E0AF312C; IP Address: 70.167.118.87

 Betty Engelby (Resident) Date

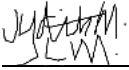
PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** (Owner/Agent) and **Judith Musarra and Betty Engelby**, (Resident) for the premises located at **633 East Park Ave #3, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.


The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.




Judith Musarra (Resident) Date

04/23/17
02:58 PM PDT

 **Signed by Betty Engelby**

Betty Engelby (Resident) Date

Wed Apr 26 05:33:25 PM PDT 2017
Key: E0AF312C; IP Address: 70.167.118.87

 **Signed by Melissa Leathem**

(Owner/Agent) Date

Wed Apr 26 05:34:06 PM PDT 2017
Key: 565BB410; IP Address: 70.167.118.87

SVZ7716722-1071

RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #3, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Judith Musarra Birthdate: 5/23/1949 SSN #: 477-54-**** Betty Engelby Birthdate: 1/24/1931 SSN #: 468-30-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
---	--

Monthly Rent:	\$1,095.00	Children:	_____
Security Deposit:	\$1,000.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	2
Other Deposit:	_____		

Emergency Contacts:

Judith Musarra _____
 Betty Engelby _____

LEASE INFORMATION

Move-In Date:	May 1, 2017
Lease Expiration Date:	October 31, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

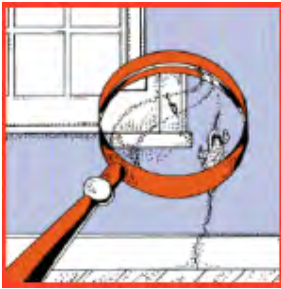
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Judith Musarra	_____	_____	_____	_____
Betty Engelby	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Judith Musarra	_____	_____	_____	_____
Betty Engelby	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

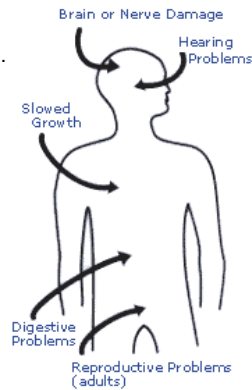
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Dulce Acosta and Fidel Trujillo	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #4, El Cajon, CA 92020	Move in date July 19, 2016		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
REFRIGERATOR				
Inside (all parts)				
Outside				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DISHWASHER				
Outside/Controls				
Inside (all parts)				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

SV23093839-11577

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				
<hr/>				
1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				
<hr/>				
FRONT PORCH				
Elec. Fixtures				
Light bulbs				
<hr/>				
BACK PORCH				
Elec. Fixtures				
Light bulbs				
<hr/>				
GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				
<hr/>				
MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				
<hr/>				
# OF KEYS				
Door				
Laundry Room				
Mail box				
<hr/>				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))
According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
(1) The compensation of a landlord for a tenant's default in the payment of rent
(2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

Move-In Inspection: Residents please initial

Final Inspection:
Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: JULY 14, 2016**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as <u>Walker Apartments</u> .			
UNIT NUMBER: 4	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 7/19/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
RESIDENT(S):			
NAME (First, Middle Initial, Last): Dulce Acosta		NAME (First, Middle Initial, Last): Fidel Trujillo	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leathem	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: <input type="checkbox"/> (If checked) PET RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$700.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to <u>Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235</u> . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. <input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:

D A E T



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 2 Keys to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 04 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$700.00	\$0.00	-
Base Rent from <u>7/19/2016</u> through <u>8/18/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	7/19/2016
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,855.00	\$760.00	\$1,095.00	7/19/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>8/19/2016</u> through <u>8/31/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$438.00	-	\$438.00	8/1/2016
TOTAL	\$438.00	-	\$438.00	8/1/2016

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on July 14, 2016 by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of



our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a

LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and



additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any



locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will

damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air

quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any

damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.


Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.


07/14/16
06:22 PM PDT

Dulce Acosta (Resident) Date


07/14/16
11:06 PM PDT

Fidel Trujillo (Resident) Date

 **Signed by Melissa Leathem**
Mon Jul 18 10:32:58 AM PDT 2016
Key: 565BB410; IP Address: 184.178.127.41

(Owner/Agent) Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:


General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.


Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:


1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.


07/14/16
06:22 PM PDT

 Dulce Acosta (Resident) Date


07/14/16
11:06 PM PDT

 Fidel Trujillo (Resident) Date


Signed by Melissa Leathem
 Mon Jul 18 10:32:58 AM PDT 2016
 Key: 565BB410; IP Address: 184.178.127.41

 (Owner/Agent) Date

SV23098389-11375

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Walker Apartments "Owner/Agent" and Dulce Acosta and Fidel Trujillo "Resident" for the premises located at 633 East Park Ave #4, El Cajon, CA 92020.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

DA F.T. (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:


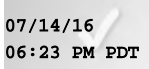

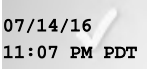
- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

SVZ03083835-9995



- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

			
Dulce Acosta (Resident)	Date	Fidel Trujillo (Resident)	Date

NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%

Carpet:

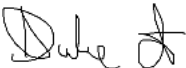
Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

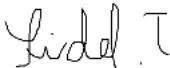
1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%


Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	


 Dulce Acosta (Resident) 07/14/16
06:24 PM PDT
 Date


 Fidel Trujillo (Resident) 07/14/16
11:08 PM PDT
 Date


Signed by Melissa Leathem
 Mon Jul 18 10:32:59 AM PDT 2016
 Key: 565BB410; IP Address: 184.178.127.41
 (Owner/Agent) Date

Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +

GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **July 14, 2016** for Apt #4.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SVZ303939-6937



Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.



4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security


1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.



7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

 **Signed by Melissa Leathem**
 Mon Jul 18 10:33:00 AM PDT 2016
 Key: 565BB410; IP Address: 184.178.127.41



07/14/16
 06:27 PM PDT

(Owner's Representative) _____ Date

Dulce Acosta (Resident) _____ Date

Fidel Trujillo (Resident) _____ Date

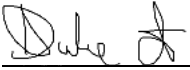
PEST CONTROL NOTICE ADDENDUM

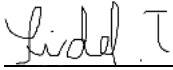
This document is an Addendum and is part of the Rental/Lease Agreement, dated **July 19, 2016** between **Walker Apartments** (Owner/Agent) and **Dulce Acosta and Fidel Trujillo**, (Resident) for the premises located at **633 East Park Ave #4, El Cajon, CA 92020**.


California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.


Dulce Acosta (Resident) 07/14/16
06:27 PM PDT
Date


Fidel Trujillo (Resident) 07/14/16
11:09 PM PDT
Date

 **Signed by Melissa Leathem**
Mon Jul 18 10:33:01 AM PDT 2016
Key: 565BB410; IP Address: 184.178.127.41
(Owner/Agent) Date

SVZ0303839-107

RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #4, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Dulce Acosta Birthdate: 10/1/1996 SSN #: 604-94-**** Fidel Trujillo Birthdate: 2/10/1996 SSN #: 895-43-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
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Monthly Rent:	\$1,095.00		
Security Deposit:	\$700.00	Children:	_____
Pet Deposit:	_____	Pets:	_____
Key Deposit:	_____	Automobiles:	_____
Other Deposit:	_____	No. of Occupants:	2

Emergency Contacts:

Dulce Acosta _____
 Fidel Trujillo _____

LEASE INFORMATION

Move-In Date:	July 19, 2016
Lease Expiration Date:	July 16, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

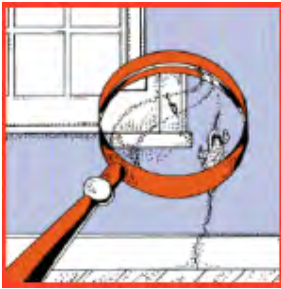
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Dulce Acosta	_____	_____	_____	_____
Fidel Trujillo	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Dulce Acosta	_____	_____	_____	_____
Fidel Trujillo	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

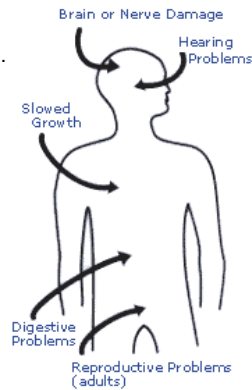
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))
According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
(1) The compensation of a landlord for a tenant's default in the payment of rent
(2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

Move-In Inspection: Residents please initial


Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Landlord's Initials:  _____

Resident's Initials: JD ST



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: JANUARY 4, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as <u>Walker Apartments</u> .			
UNIT NUMBER: 5	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 1/17/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 1/14/2018			
RESIDENT(S):			
NAME (First, Middle Initial, Last): James Daniel		NAME (First, Middle Initial, Last): Sawsan Tominah	NAME (First, Middle Initial, Last):
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leathem	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input checked="" type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: 10 MONTHLY GARAGE/PARKING RENT AMOUNT: \$0.00	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00		SECURITY DEPOSIT: \$700.00	
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to <u>Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235</u> . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.	<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.	<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tirey & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:

Resident's Initials: JD ST

NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 05 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____.

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$0.00	\$700.00	1/17/2017
Base Rent from <u>1/17/2017</u> through <u>2/16/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	1/17/2017
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,855.00	\$60.00	\$1,795.00	1/17/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>2/17/2017</u> through <u>2/28/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$511.00	-	\$511.00	2/1/2017
TOTAL	\$511.00	-	\$511.00	2/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **January 4, 2017** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.


RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

Landlord's Initials: 
Resident's Initials: JD ST

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

4. **RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
5. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

6. **SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
- Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of

our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and



additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any



locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will

damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air



quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any



damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



01/05/17
12:36 AM PST

James Daniel (Resident)

Date



01/05/17
12:45 AM PST

Sawsan Tominah (Resident)

Date



Signed by Melissa Leathem

Mon Jan 16 08:57:54 AM PST 2017
Key: 565BB410; IP Address: 68.8.120.28

(Owner/Agent)

Date



Landlord's Initials: 

Resident's Initials: JD ST



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:


Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach


Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.


SV25631194-11375


01/05/17
12:37 AM PST

 James Daniel (Resident) Date


01/05/17
12:45 AM PST

 Sawsan Tominah (Resident) Date


Signed by Melissa Leathem
 Mon Jan 16 08:57:54 AM PST 2017
 Key: 565BB410; IP Address: 68.8.120.28

 (Owner/Agent) Date

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated January 17, 2017 between Walker Apartments "Owner/Agent" and James Daniel and Sawsan Tominah "Resident" for the premises located at 633 East Park Ave #5, El Cajon, CA 92020.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

JD ST (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:


- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



SVZ5631194-9995


- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:



James Daniel (Resident) Date

01/05/17
12:37 AM PST



Sawsan Tominah (Resident) Date

01/05/17
12:45 AM PST

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Landlord's Initials:

Resident's Initials:

Carpet:


Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:


1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%


Replacements - Guidelines for Charges:


If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

 01/05/17
12:37 AM PST
James Daniel (Resident) Date

 01/05/17
12:46 AM PST
Sawsan Tominah (Resident) Date

 **Signed by Melissa Leathem**
Mon Jan 16 08:57:54 AM PST 2017
Key: 565BB410; IP Address: 68.8.120.28
(Owner/Agent) Date

Landlord's Initials: 
Resident's Initials: JD ST



Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials: M. L.
565228410

Resident's Initials: JD ST



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **January 4, 2017** for Apt #5.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SV2563194-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.



- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Melissa Leathem
Mon Jan 16 08:57:55 AM PST 2017
Key: 565BB410; IP Address: 68.8.120.28

01/05/17
12:38 AM PST

(Owner's Representative)

Date

James Daniel (Resident)

Date

01/05/17
12:46 AM PST

Sawsan Tominah (Resident)

Date



Landlord's Initials: **M.L.**
565BB410

Resident's Initials: JD ST




PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **January 17, 2017** between **Walker Apartments** (Owner/Agent) and **James Daniel and Sawsan Tominah**, (Resident) for the premises located at **633 East Park Ave #5, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.


The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



James Daniel (Resident) Date

01/05/17
12:39 AM PST



Sawsan Tominah (Resident) Date

01/05/17
12:46 AM PST




Signed by Melissa Leathem

Mon Jan 16 08:57:55 AM PST 2017
Key: 565BB410; IP Address: 68.8.120.28

(Owner/Agent) Date

SV25631194-1071



Landlord's Initials: 

Resident's Initials: JD ST



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #5, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

James Daniel Birthdate: 2/24/1980 SSN #: 609-81-**** Sawsan Tominah Birthdate: 2/21/1982 SSN #: 736-37-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
--	--

Monthly Rent: \$1,095.00 Security Deposit: \$700.00 Pet Deposit: _____ Key Deposit: _____ Other Deposit: _____	Children: _____ Pets: _____ Automobiles: _____ No. of Occupants: 2
--	---

Emergency Contacts:

James Daniel _____
 Sawsan Tominah _____

LEASE INFORMATION

Move-In Date:	January 17, 2017
Lease Expiration Date:	January 14, 2018
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

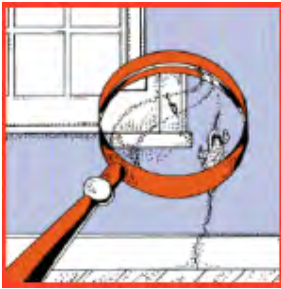
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
James Daniel	_____	_____	_____	_____
Sawsan Tominah	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
James Daniel	_____	_____	_____	_____
Sawsan Tominah	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

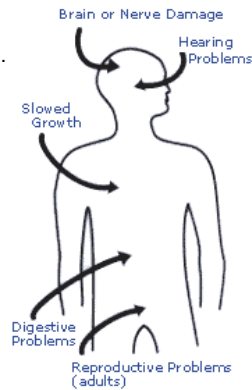
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

- According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
- (1) The compensation of a landlord for a tenant's default in the payment of rent
 - (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
 - (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
 - (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.



A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: 
Resident's Initials: 



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: APRIL 11, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 6	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 4/13/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 10/12/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Ryan E. Taylor		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input checked="" type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: 18 MONTHLY GARAGE/PARKING RENT AMOUNT: \$0.00	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$500.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____
		<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.	

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 06 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$0.00	\$500.00	4/13/2017
Base Rent from <u>4/13/2017</u> through <u>5/12/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	4/13/2017
Application Fee	\$30.00	\$30.00	\$0.00	-
TOTAL	\$1,625.00	\$30.00	\$1,595.00	4/13/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>5/13/2017</u> through <u>5/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$657.00	-	\$657.00	5/1/2017
TOTAL	\$657.00	-	\$657.00	5/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **April 11, 2017** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

4. **RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
5. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

6. **SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
- Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of



Landlord's Initials:



Resident's Initials:



our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination



Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under

the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage, which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:

- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

42. MOLD. Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops



- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

- 43. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.
- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or



has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes

may be drilled through exterior walls or the roof;

- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed

during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



Signed by Ryan E. Taylor
Tue Apr 11 03:03:31 PM PDT 2017
Key: 8F1E1F78; IP Address: 72.220.214.252



Signed by Melissa Leathem
Tue Apr 11 03:29:45 PM PDT 2017
Key: 565BB410; IP Address: 70.167.118.87

Ryan E. Taylor (*Resident*)

Date

(*Owner/Agent*)

Date



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.



Signed by Ryan E. Taylor

Tue Apr 11 03:04:03 PM PDT 2017

Key: 8F1E1F78; IP Address: 72.220.214.252

Ryan E. Taylor (Resident)

Date



Signed by Melissa Leathem

Tue Apr 11 03:29:45 PM PDT 2017

Key: 565BB410; IP Address: 70.167.118.87

(Owner/Agent)

Date

SV27318846-11375



Landlord's Initials:



Resident's Initials:



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated April 13, 2017 between Walker Apartments "Owner/Agent" and Ryan E. Taylor "Resident" for the premises located at 633 East Park Ave #6, El Cajon, CA 92020.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

R. T.
8F1E1F78

(Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



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- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:



Signed by Ryan E. Taylor
 Tue Apr 11 03:04:30 PM PDT 2017
 Key: 8F1E1F78; IP Address: 72.220.214.252

Ryan E. Taylor (Resident)

Date

NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Landlord's Initials:

M. L.
565BB410

Resident's Initials:

R. T.
8F1E1F78

Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	



Signed by Ryan E. Taylor

Tue Apr 11 03:04:54 PM PDT 2017
Key: 8F1E1F78; IP Address: 72.220.214.252



Signed by Melissa Leathem

Tue Apr 11 03:29:45 PM PDT 2017
Key: 565BB410; IP Address: 70.167.118.87

Ryan E. Taylor (Resident)

Date

(Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials:



Resident's Initials:



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **April 11, 2017** for Apt #6.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SVZ7318946-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Melissa Leathem

Tue Apr 11 03:29:46 PM PDT 2017
Key: 565BB410; IP Address: 70.167.118.87



Signed by Ryan E. Taylor

Tue Apr 11 03:05:26 PM PDT 2017
Key: 8F1E1F78; IP Address: 72.220.214.252

(Owner's Representative)

Date

Ryan E. Taylor (Resident)

Date



Landlord's Initials:

M. L.
565BB410

Resident's Initials:

R. T.
8F1E1F78



PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **April 13, 2017** between **Walker Apartments** (Owner/Agent) and **Ryan E. Taylor**, (Resident) for the premises located at **633 East Park Ave #6, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



Signed by Ryan E. Taylor

Tue Apr 11 03:05:33 PM PDT 2017

Key: 8F1E1F78; IP Address: 72.220.214.252



Signed by Melissa Leathem

Tue Apr 11 03:29:46 PM PDT 2017

Key: 565BB410; IP Address: 70.167.118.87

Ryan E. Taylor (Resident)

Date

(Owner/Agent)

Date

SVZ7318846-1071



Landlord's Initials:

M. L.
565BB410

Resident's Initials:

R. T.
8F1E1F78



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #6, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Ryan E. Taylor Birthdate: 9/20/1995 SSN #: 621-84-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
--	---

Monthly Rent:	\$1,095.00	Children: _____	
Security Deposit:	\$500.00	Pets: _____	
Pet Deposit:	_____	Automobiles: _____	
Key Deposit:	_____	No. of Occupants:	1
Other Deposit:	_____		

Emergency Contacts:

Ryan E. Taylor _____

LEASE INFORMATION

Move-In Date:	April 13, 2017
Lease Expiration Date:	October 12, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

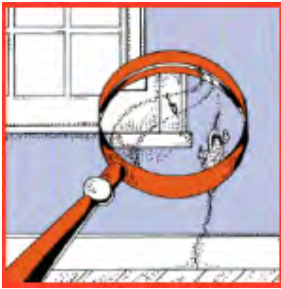
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Ryan E. Taylor	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Ryan E. Taylor	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

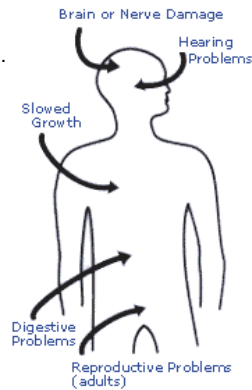
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: _____

Resident's Initials: _____



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: MARCH 29, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 7	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 5/1/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: N/A (month-to-month)			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Amber Rae Anderson		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$995.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input checked="" type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: \$0.00
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$1,200.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____
<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.			

Kimball, Tirey & St. John California Residential Lease/Rental Agreement

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Landlord's Initials: _____

Resident's Initials: _____



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 07 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		



Landlord's Initials: _____



Resident's Initials: _____



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord's Initials: _____

Resident's Initials: _____



Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$1,200.00	\$0.00	\$1,200.00	5/1/2017
Base Rent from <u>5/1/2017</u> through <u>5/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$995.00	\$0.00	\$995.00	5/1/2017
Application Fee	\$30.00	\$30.00	\$0.00	-
TOTAL	\$2,225.00	\$30.00	\$2,195.00	5/1/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Base Rent from <u>6/1/2017</u> through <u>6/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$995.00	-	\$995.00	6/1/2017
TOTAL	\$995.00	-	\$995.00	6/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **March 29, 2017** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the first day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a 30-day month.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a \$25.00 charge for the first dishonored check and \$25.00 for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of

your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described



in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage,

which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTLI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:
(i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or

- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks

- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

44. MULTIPLE RESIDENTS. If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.

45. NO RELEASE. You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.

46. OCCUPANTS. The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.

47. PARKING/GARAGE/VEHICLES. If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason

allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;



- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this

Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all

resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

Amber Rae Anderson (Resident) Date (Owner/Agent) Date



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

Amber Rae Anderson (Resident)

Date

(Owner/Agent)

Date

SV27148406-11375

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** "Owner/Agent" and **Amber Rae Anderson** "Resident" for the premises located at **633 East Park Ave #7, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

 - **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



"SVZ7148-406-9995"

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

Amber Rae Anderson (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

Amber Rae Anderson (Resident)

Date (Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **March 29, 2017** for Apt #7.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SVZ7148406-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

(Owner's Representative) Date Amber Rae Anderson (Resident) Date



PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** (Owner/Agent) and **Amber Rae Anderson**, (Resident) for the premises located at **633 East Park Ave #7, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

Amber Rae Anderson (Resident)

Date

(Owner/Agent)

Date

SVZ71-48-406-107



Landlord's Initials: _____

Resident's Initials: _____



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #7, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Amber Rae Anderson Birthdate: _____ SSN #: 000-00-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
--	---

Monthly Rent:	\$995.00	Children:	_____
Security Deposit:	\$1,200.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	1
Other Deposit:	_____		

Emergency Contacts:

Amber Rae Anderson _____

LEASE INFORMATION

Move-In Date:	May 1, 2017
Lease Expiration Date:	Month-to-Month
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

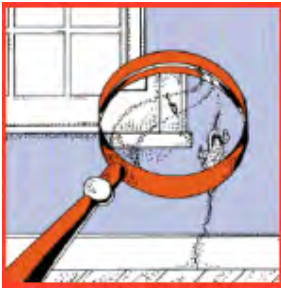
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Amber Rae Anderson	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Amber Rae Anderson	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

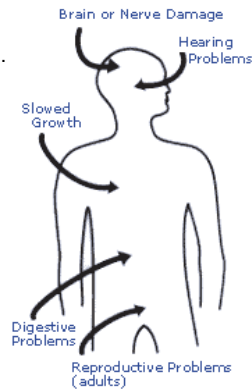
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Andrew Ramirez and Marina Viramontes	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #8, El Cajon, CA 92020	Move in date December 12, 2016		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: D - Dirty R - Repair RR - Remove/Replace
P - Paint S - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.



Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				
1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				
FRONT PORCH				
Elec. Fixtures				
Light bulbs				
BACK PORCH				
Elec. Fixtures				
Light bulbs				
GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				
MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				
# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))
According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
(1) The compensation of a landlord for a tenant's default in the payment of rent
(2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.


From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:
Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: 
Resident's Initials: A.P. M.V.



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: DECEMBER 12, 2016**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as <u>Walker Apartments</u> .			
UNIT NUMBER: 8	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 12/12/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 6/11/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Andrew Ramirez		NAME (First, Middle Initial, Last): Marina Viramontes	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last): Victor Ramirez			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leathem	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input checked="" type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: 19 MONTHLY GARAGE/PARKING RENT AMOUNT: \$0.00	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: <input type="checkbox"/> (If checked) PET RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$700.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to <u>Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235</u> . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. <input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Licensed for use on properties owned or managed by R.A. Snyder Properties, Inc. BRE License # 00983304.

Landlord's Initials:

M.L.
56588410

Resident's Initials:

A.P. M.V.



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 8 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$0.00	\$700.00	12/12/2016
Base Rent from 12/12/2016 through 1/11/2017 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	12/12/2016
Application Fee	\$90.00	\$90.00	\$0.00	-
TOTAL	\$1,885.00	\$90.00	\$1,795.00	12/12/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from 1/12/2017 through 1/31/2017 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$693.50	-	\$693.50	1/1/2017
TOTAL	\$693.50	-	\$693.50	1/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guaranty	<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living
<input checked="" type="checkbox"/> Lead Paint Booklet	<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information
<input type="checkbox"/> Emergency procedures and information.		

Created on **December 12, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of



our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.



- 19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:
- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
 - Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
 - Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
 - Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.
- 20. CONSTRUCTION.** If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.
- 21. CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.
- 22. CRIME-FREE COMMUNITY.** You and your Related Parties:
- May not engage in criminal activity on or near your Residence or the Property;
 - May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
 - May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
 - "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);
- A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.
- 23. DAMAGE TO RESIDENCE.** If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.
- 24. DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.
- 25. DISABILITIES - REASONABLE ACCOMMODATION.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.
- 26. EARLY TERMINATION OPTION.** If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and



additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any



locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will



damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air

quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any

damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



12/12/16
02:36 PM PST

Andrew Ramirez (Resident)

Date



12/12/16
02:44 PM PST

Marina Viramontes (Resident)

Date



Signed by Melissa Leathem

Mon Dec 12 02:49:55 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date



Landlord's Initials: 

Resident's Initials: A.P. M.V.



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:


Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.


Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.


12/12/16
02:36 PM PST
 Andrew Ramirez (Resident) Date


12/12/16
02:44 PM PST
 Marina Viramontes (Resident) Date


Signed by Melissa Leathem
 Mon Dec 12 02:49:55 PM PST 2016
 Key: 565BB410; IP Address: 68.7.22.65

 (Owner/Agent) Date

SV25545204-11375

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **December 12, 2016** between **Walker Apartments** "Owner/Agent" and **Andrew Ramirez and Marina Viramontes** "Resident" for the premises located at **633 East Park Ave #8, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

A.P. M.V. (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



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- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

12/12/16
02:37 PM PST

Andrew Ramirez (Resident)

Date

12/12/16
02:45 PM PST

Marina Viramontes (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

GUARANTY

"Landlord": R.A. Snyder Properties, Inc.

and "Resident(s)": Andrew Ramirez and Marina Viramontes agree as follows:

- 1) In consideration of the Landlord entering into a certain Rental Agreement on or about December 12, 2016, for the lease of the premises known as 633 East Park Ave #8, El Cajon, CA 92020 with Resident, the Guarantor, Victor Ramirez, does hereby agree to guarantee unconditionally to Landlord, its successors or assigns, prompt payment by the Resident of the rent, late charges, and all other charges, expenses, and costs of every kind and nature, which are or may be due now or in the future to the Landlord pursuant to the terms of the Rental Agreement in the manner and at the time prescribed therein, and the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations and related obligations arising by reason of the Rental Agreement required to be performed, satisfied, or observed by the Resident ("Guaranty").
- 2) This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Rental Agreement or by any permitted assignment or subletting of all or any part of the interest of Resident in the Rental Agreement. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of the Landlord to enforce any or all of the rights or remedies of the Landlord whether pursuant to the terms of said Rental Agreement or at law or in equity.
- 3) This Guaranty is a continuing one and shall terminate only upon payment by Resident of all the rent and other sums due under said Rental Agreement and upon performance by Resident of all duties and obligations contained in the Rental Agreement. This Guaranty extends to any and all liability which the Resident has or may have to the Landlord by reason of matters occurring before the signing of the Rental Agreement by the parties, or commencement of the terms of the Rental Agreement, or by matters occurring after the expiration of the term of the Rental Agreement, by reason of removal of the Resident's property, surrender of possession, or other matters.
- 4) The undersigned waives notice (a) of any default by Resident (i) in payment by Resident of any of the rent or other sums hereby guaranteed (ii) in the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations, and related obligations arising by reason of the Rental Agreement, required to be performed, satisfied, or observed by the Resident, (b) of acceptance by Landlord of this Guaranty.
- 5) The Guarantor consents that the Landlord may, without notice to Guarantor from time to time, extend the time for performance or otherwise modify, alter, or change the Rental Agreement in any or all of its provisions thereof and may extend the time for payment of the rent and all other sums hereby guaranteed and may compromise, settle, or otherwise release the Resident from full performance hereunder and may receive and accept notes, checks, and other instruments for the payment of money made by the Resident and agree to extensions and renewals thereon without in any way releasing or discharging the Guarantor of its obligations under this Guaranty. Notice of presentment of any such note and/or notice of default in the payment thereof and/or protest or notice of protest thereof is expressly waived by the Guarantor.
- 6) The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional and unlimited. The Landlord cannot be required to pursue any remedies the Landlord may have against the Resident or against any security deposit or other collateral as a condition to the enforcement of this Guaranty. Nor shall the Guarantor be discharged or released by reason of discharge or release of the Resident for any reason, including a discharge in bankruptcy, receivership or other proceeding, a disaffirmation or representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of the liability of the Resident or remedy of the Landlord. The Guarantor assumes all responsibility for being and keeping itself informed of the Resident's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Resident under the rental Agreement. The Guarantor agrees that the Landlord shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risk.
- 7) The Guarantor subordinates any and all claims that the Guarantor has or may have against the Resident by reason of subrogation for payments or performances under this Guaranty or claims for any reason or cause. The Guarantor agrees not to assert any claims by reason of subordination under this Guaranty, until such time as the payment and other obligations of the Resident to the Landlord are fully satisfied and discharged.
- 8) In the event any action should be commenced by the Landlord against the Guarantor to enforce any of the terms or conditions of the Guaranty, the Landlord shall be entitled to recover from the Guarantor hereunder, in any action in which it shall prevail, its reasonable attorney's fees as well as all costs awarded by the court.



SV25545204-1171

Walker Apartments


- 9) This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall bind the successors, legal representatives and heirs of the Guarantor.
- 10) Nothing contained herein shall be construed as creating a Landlord / Tenant relationship between the Landlord and the Guarantor. The Guarantor is not granted or entitled to any possessory interests in the premises.
- 11) Venue for any action or proceeding arising out of this Guaranty shall be in **San Diego** County in the State of **California**. This Guaranty shall be governed by and interpreted under the laws of and enforced in the courts of the State of **California**, County of **San Diego**.

NOTICE: Guarantor's obligations hereunder extend to, but are not limited to, all renewals of the original lease term and month-to-month extensions, and includes damages that occur as a result of the Resident wrongfully holding over, committing waste, abandoning personal property, and any other costs and expenses incurred by the Landlord until the tenancy is terminated.


IN WITNESS THEREOF, the undersigned Guarantor has executed this Guaranty on this **12th** day of **December**, in the year **2016**.


 12/12/16
 12:30 PM PST


 Victor Ramirez (Guarantor) Date


 12/12/16
 02:37 PM PST

 Andrew Ramirez (Resident) Date


 12/12/16
 02:45 PM PST

 Marina Viramontes (Resident) Date

 **Signed by Melissa Leathem**
 Mon Dec 12 02:49:55 PM PST 2016
 Key: 565BB410; IP Address: 68.7.22.65

 (Resident Manager) Date

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Landlord's Initials:

Resident's Initials:

Carpet:

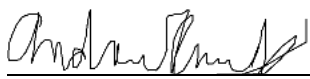
Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	



12/12/16
02:37 PM PST

Andrew Ramirez (Resident)

Date



12/12/16
02:46 PM PST

Marina Viramontes (Resident)

Date



Signed by Melissa Leathem

Mon Dec 12 02:49:55 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date



Landlord's Initials: **M.L.**
565BB410

Resident's Initials: A.P. M.V.



Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials: M. L.
565228410

Resident's Initials: A. P. M. V.



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **December 12, 2016** for Apt #8.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SV25545204-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.



- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by **Melissa Leathem**
Mon Dec 12 02:49:56 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

12/12/16
02:38 PM PST

(Owner's Representative)

Date

Andrew Ramirez (Resident)

Date

12/12/16
02:47 PM PST

Marina Viramontes (Resident)

Date



Landlord's Initials: **M.L.**
565BB410

Resident's Initials: A.P. M.V.




PEST CONTROL NOTICE ADDENDUM


This document is an Addendum and is part of the Rental/Lease Agreement, dated **December 12, 2016** between **Walker Apartments** (Owner/Agent) and **Andrew Ramirez and Marina Viramontes**, (Resident) for the premises located at **633 East Park Ave #8, El Cajon, CA 92020**.


California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.


12/12/16
02:39 PM PST
Andrew Ramirez (Resident) _____ Date


12/12/16
02:47 PM PST
Marina Viramontes (Resident) _____ Date


Signed by Melissa Leathem
Mon Dec 12 02:49:56 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65
(Owner/Agent) _____ Date

SV25545204-1071

RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #8, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Andrew Ramirez Birthdate: _____ SSN #: 000-00-**** Marina Viramontes Birthdate: _____ SSN #: 000-00-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
---	--

Monthly Rent:	\$1,095.00	Children:	_____
Security Deposit:	\$700.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	2
Other Deposit:	_____		

Emergency Contacts:

Andrew Ramirez _____
 Marina Viramontes _____

LEASE INFORMATION

Move-In Date:	December 12, 2016
Lease Expiration Date:	June 11, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

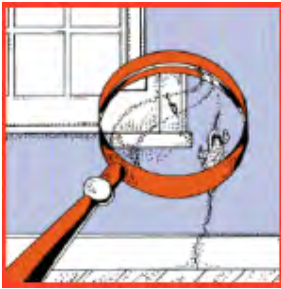
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Andrew Ramirez	_____	_____	_____	_____
Marina Viramontes	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Andrew Ramirez	_____	_____	_____	_____
Marina Viramontes	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

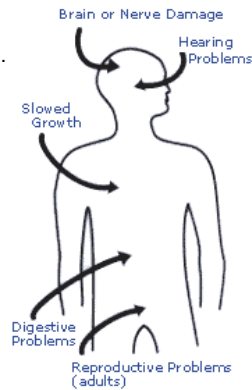
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

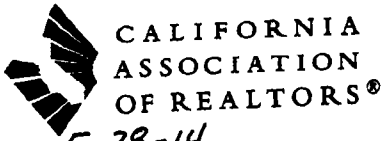
If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 11/12)

Date 5-28-14 Peerless Properties, Inc ("Landlord") and NAIMESH SHAH ("Tenant") agree as follows:

1. **PROPERTY:**
 - A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 633 E. PARK AVE #9, EL CAJON CA 92020 ("Premises").
 - B. The Premises are for the sole use as a personal residence by the following named person(s) only: NAIMESH SHAH, DEVI SHAH
 - C. The following personal property, maintained pursuant to paragraph 11, is included: REFRIGERATOR, RANG/STOVE or (if checked) the personal property on the attached addendum.
 - D. The Premises may be subject to a local rent control ordinance _____ ("Commencement Date"), (Check A or B):
2. **TERM:** The term begins on (date) JUNE 1, 2014
 - A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
 - B. **Lease:** and shall terminate on (date) _____ at _____ AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
 - A. Tenant agrees to pay \$ 725.00 per month for the term of the Agreement.
 - B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
 - C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
 - D. **PAYMENT:** Rent shall be paid by personal check, money order, cashier's check, or other _____, to (name) Peerless Properties, Inc. (phone) (619) 401-4040 (address) 270 E. Douglas Ave El Cajon Ca 92020, or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 9:00 AM and 4:30 PM on the following days Mon-Fri). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
4. **SECURITY DEPOSIT:**
 - A. Tenant agrees to pay \$ 500.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
 - C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
 - D. No interest will be paid on security deposit unless required by local law.
 - E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to Peerless Properties, Inc shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>6-1-14</u> to <u>6-30-14</u> (date)	\$ <u>725.00</u>	\$ <u>725</u>	—	
*Security Deposit	\$ <u>500.00</u>	\$ <u>500.00</u>		
Other				
Other				
Total				

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (N. Shah) (_____) Landlord's Initials (P.P.) (_____) Date _____

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LR REVISED 11/12 (PAGE 1 OF 6)

Reviewed by _____ Date _____



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: _____ Phone: _____ Fax: _____ Prepared using zipForm® software

Premises: 633 E. PARK AVE #9, EL CASON CA Date: 5-28-14

6. LATE CHARGE; RETURNED CHECKS:
- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or 3) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 50.00 or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)
- A. Parking is permitted as follows: (1) SPACE AS ASSIGNED #10
- The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.
- OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)
- A. Storage is permitted as follows: _____
- The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.
- OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____
- except WATER, SEWER & TRASH, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s).
- (Check all that apply:)
- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or _____) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or _____) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: _____

11. MAINTENANCE:
- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: N/A
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: N/A
- D. Landlord Tenant shall maintain N/A
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: N/A

Tenant's Initials (Nshul) (_____)

Landlord's Initials (DL) (_____)

Reviewed by _____ Date _____



Premises: 633 E. PARK AVE #19, EL CAJON CA Date: 5-28-14

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: NONE

14. (If checked) **NO SMOKING:** No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. **RULES/REGULATIONS:**
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)
 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**
A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)
 1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days
or _____
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**
A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or _____):
 1 key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
 1 key(s) to mailbox, _____
 1 key(s) to common area(s), _____
B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**
A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
21. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.



Premises: 633 E. PARK AVE #9 EL CAJON CA Date: 5-28-14

22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

23. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

24. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

25. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. **MEGAN'S LAW DATABASE DISCLOSURE:** 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

28. **POSSESSION:**
A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
B. Tenant is already in possession of the Premises.

29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (N. Slav) (_____)

Landlord's Initials (SS) (_____)

Reviewed by _____ Date _____



Premises: 633 E. PARK AVE #9 EL CAJON CA Date: 5-28-14

35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
Landlord: Peerless Properties, Inc Tenant: NAIMESH SHAH
270 E. Douglas Ave 633 E. PARK AVE #9
El Cajon, Ca 92020 EL CAJON CA 92020

37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. **REPRESENTATIONS:**
A. TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
B. LANDLORD REPRESENTATIONS: Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. **MEDIATION:**
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** Interpreter/Translator Agreement (C.A.R. Form ITA);
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
 Landlord in Default Addendum (C.A.R. Form LID) PARKING RULES, SMOKE & CARBON MONOXIDE

DETECTOR AGREEMENT, CRIME FREE ADDENDUM, LEASE MOLD & VENTILATION
The following ATTACHED supplements are incorporated in this Agreement: ADDENDUM, PEERLESS PROPERTIES
RULES & REGULATION

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. **AGENCY:**
A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Listing Agent: (Print firm name) PEERLESS PROPERTIES
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.
Leasing Agent: (Print firm name) PEERLESS PROPERTIES
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials (N. Shah) Landlord's Initials (DL)
Reviewed by _____ Date _____



Premises: 633 E. PARK AVE #9, EL CAJON CA Date: 5-28-14
 46. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: Landlord and Tenant acknowledge receipt of

- the attached interpreter/translator agreement (C.A.R. Form ITA).
 47. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
 48. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
 49. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.
 Tenant NAIMESH R. SHAH Date 5/28/2014
 Address 270 E. DOUGLAS AVE. #3 City EL CAJON State CA Zip 92020
 Telephone 619-394-5250 Fax _____ E-mail NSHAH9@LIVE.COM
 Tenant _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee. NA

Guarantor (Print Name) _____ Date _____
 Guarantor _____ State _____ Zip _____
 Address _____ City _____
 Telephone _____ Fax _____ E-mail _____
 Landlord agrees to rent the Premises on the above terms and conditions.
 Landlord Peerless Properties, Inc Date 5-28-14 Landlord _____ Date _____
 Address 270 E. Douglas Ave. El Cajon, Ca 92020
 Telephone (619) 401-4040 Fax _____ E-mail _____

REAL ESTATE BROKERS:
 A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
 B. Agency relationships are confirmed in paragraph 44.
 C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____
 By (Agent) _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____
 Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____
 By (Agent) _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____



SMOKE AND CARBON MONOXIDE DETECTOR AGREEMENT

This document is part of the Lease Agreement effective MAY 28, 2014

between Peerless Properties, hereinafter called Owner/Landlord and

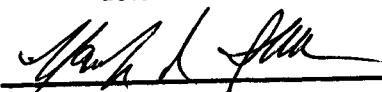
NAIMESH SHAH,

Tenant(s) for the property located at: 633 E. PARK AVE. #9


EL CASON, CA 92020.

In consideration of their mutual promises, Owner/Landlord and Tenant(s) agree as follows:

1. The premises are equipped with smoke and carbon monoxide detector devices.
2. Tenant(s) acknowledges the smoke and carbon monoxide detector were tested and their operation explained by Owner/Landlord at the time of initial occupancy and the detectors in the unit/home were working properly at that time. Tenant shall have one day from move in date to notify the Owner/Landlord in writing if detectors are not working.
3. Tenant shall perform the manufacturers recommended test to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
4. Each Tenant understands that the smoke and carbon monoxide detectors are battery operated and it shall be the Tenant's responsibility to: (a) ensure that the battery is in operating condition at all times; (b) replace the battery as needed; and (c) if after replacing the battery, the smoke and carbon monoxide detector do not work, inform the Owner/Landlord immediately in writing.
5. Tenant must inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
6. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
7. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors at time of vacancy.



Tenant



Owner/Landlord

5/28/2014
Date

Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. 'Drug-related criminal activity' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.


4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code 11350, 11351, 11377, 11378, 11550 and 11379.6, at any locations, whether on or off the dwelling unit premises.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code '647(b); criminal street gang activity, as defined in Penal Code '186.22 et seq.; assault and battery, as prohibited in Penal Code '240/242; threatening or intimidating as prohibited in California Penal Code 422; burglary, as prohibited in Penal Code '459; the unlawful use and discharge of firearms, as prohibited in Penal Code '245, including but not limited to the unlawful discharge of a weapon, on or off the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in California Civil Code.; sexual offenses, as prohibited in Penal Code '269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident


Resident Signature

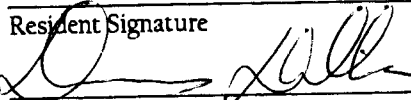
Date: 5/28/14

Resident Signature

Date: _____

Resident Signature

Date: _____


Property Manager's Signature

Date: 5-28-14



The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, other _____, dated 5-28-14, on property located at (Street Address) ... 633 E. PARK AVE (Unit/Apartment) 9 (City) EL CAJON (State) CA (Zip Code) 92020 ("Premises"), in which is referred to as MAIMESH SHAH is referred to as "Tenant" and PEERLESS PROPERTIES INC. is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) [Signature] Date 5/28/2014
(Print Name) MAIMESH R. SHAH

Tenant (Signature) _____ Date _____
(Print Name) _____

Tenant (Signature) _____ Date _____
(Print Name) _____

Landlord (Signature) [Signature] (agent) Date 5-28-14
(Print Name) PEERLESS PROPERTIES INC.

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Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)
Reviewed by _____ Date _____





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals**

(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or Other: _____

dated 5-28-2014, on property known as:
633 E. PARK AVE #19, EL CASON, CA 92020 ("Property") in
which NAIMESH SHAH is referred to as Buyer or
Tenant and PEERLESS PROPERTIES INC. is referred to as Seller or
Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord PEERLESS PROPERTIES INC.

5-28-14
Date

Seller or Landlord

Date

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Buyer's/Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



FLD REVISED 11/10 (PAGE 1 OF 2)

Property Address: 683 E. PARK AVE #9 EL CAYON CA Date 5-28-14

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

PEERLESS PROPERTIES INC. By _____
(Please Print) Agent (Broker representing Seller or Landlord) Associate-Licensee or Broker Signature Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

[Signature] 5/28/2014 , _____
Buyer or Tenant Date Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

PEERLESS PROPERTIES INC. By [Signature]
Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date

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Reviewed by _____ Date _____





**PEERLESS
PROPERTIES**

619 767 8222
Approved
4-30-14

Real Estate/Management

270 East Douglas Avenue, Suite #100C
El Cajon, CA 92020
Phone: (619) 401-4040
FAX: (619) 401-4028

Thank you for choosing Peerless Properties, the leaders in the management business.

The information needed to process your rental application is as follows:

1. **Rental Application.** Please accurately and completely fill out the enclosed application. (one application per adult)
2. **Application Fee is \$25 (Cash Only)** per application
- 2 3. Clearly visible copies of each applicant's **Driver's License**
- 2 4. Clearly visible copies of each applicant's **Social Security Card**
5. Clearly visible copies of each applicant's last two **Pay Check Stubs or other Proof of Income**

Please bring the above items with you when previewing the property or drop them by our office located at:

Peerless Properties
270 East Douglas Avenue, Suite #100C
El Cajon, CA 92020

Thank You,

Peerless Properties
(619) 401-4040

APPLICATION TO RENT/SCREENING FEE

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANICIPATED MINOR.

Applicant is completing Application as a (check one) tenant, tenant with co-tenant(s) or guarantor/co-signor.
 Total number of applicants 2

PREMISES INFORMATION

Application to rent property at 633 EAST PARK AVE., #9, EL CAJON, CA 92020 ("Premises")
 Rent: \$ 725 per MONTH Proposed move-in date JUNE 01, 2014

PERSONAL INFORMATION

FULL NAME OF APPLICANT NAIMESH R. SHAH
 Social security No. 013-82-5549 Driver's license No. E1268052 State CA Expires 07/17/2016
 Phone number: Home 619-354-5050 Work 619-758-4200 Other 619-757-4100 (cell)
 Email nshah9@live.com
 Name(s) of all other proposed occupant(s) and relationship to applicant DEVI SHAH (MOM), RANJIT SHAH (DAD - Will be leaving Mid-June)
 Pet(s) or service animals (number and type) 0
 Auto: Make HONDA Model ACCORD Year 2007 License No. 5WQX526 State CA Color GRAPHITE GREY
 Other vehicle(s): 1993 TOYOTA CAMRY (RED - will be selling it soon)
 In case of emergency, person to notify LEE MENCH Relationship FRIEND
 Address 270 E DOUGLAS AVE, EL CAJON, CA 92020 Phone (619) 933-5738
 Does applicant or any proposed occupant plan to use liquid-filled furniture? No Yes Type _____
 Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? No Yes
 If yes, explain _____
 Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? No Yes
 If yes, explain _____
 Has applicant or any proposed occupant ever been asked to move out of a residence? No Yes
 If yes, explain _____

RESIDENCE HISTORY

dad

Current address <u>871 N MOLLISON AVE. APT #3</u>	Previous address <u>276 FIG AVE, APT #G</u>
City/State/Zip <u>EL CAJON, CA 92021</u>	City/State/Zip <u>CHULA VISTA, CA 91910</u>
From <u>06/01/2008</u> to <u>PRESENT</u>	From <u>11/01/2006</u> to <u>5/31/2008</u>
Name of Landlord/Manager <u>CHRISTINE</u>	Name of Landlord/Manager <u>SUSAN</u>
Landlord/Manager's phone <u>(619) 442-4710</u>	Landlord/Manager's phone <u>(619) 425-2966</u>
Do you own this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Did you own this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Reason for leaving current address <u>DAD LEAVING TOWN-DOWNSIZING</u>	Reason for leaving this address <u>MOVED CLOSER TO WORK</u>

EMPLOYMENT AND INCOME HISTORY

Current employer <u>GEYER ELECTRONIC AMERICA, INC.</u>	Supervisor <u>JURGEN REICHMANN</u>	From <u>02/2011</u> To <u>NOW</u>
Employer's address <u>270 EAST DOUGLAS AVE., EL CAJON, CA 92020</u>	Supervisor's phone <u>+1 6194014038</u>	
Position or title <u>OPERATIONS MANAGER</u>	Phone number to verify employment _____	
Employment gross income \$ <u>36000</u> per <u>YEAR</u>	Other \$ _____ per _____	Source _____
Previous employer <u>JEMINI TECHNOLOGIES</u>	Supervisor <u>SELF</u>	From <u>06/2008</u> To <u>NOW</u>
Employer's address <u>270 E. DOUGLAS AVE</u>	Supervisor's phone <u>619-758-4200</u>	
Position or title <u>PRESIDENT</u>	Employment gross income \$ <u>20,000</u> per <u>YEAR</u>	

Applicant's Initials N. Shah D. R.
N.SHAH D.SHAH

Reviewed by _____ Date _____



Property Address: 633 EAST PARK AVE., #9, EL CAJON, CA 92020

Date: 4/29/2014

CREDIT INFORMATION

Name of creditor	Account number	Monthly payment	Balance due

Name of bank/branch	Account number	Type of account	Account balance
DIGITAL FEDERAL CREDIT UNION	5159490-S5	CHECKING	\$1500
DIGITAL FEDERAL CREDIT UNION	5159490-S1	SAVINGS	\$3000

PERSONAL REFERENCES

Name <u>LEE MENCH</u>	Address <u>270 E DOUGLAS AVE, EL CAJON, CA 92020</u>
Phone <u>(619) 933-5738</u>	Length of acquaintance <u>FRIEND</u> Occupation <u>COMMERCIAL REAL ESTATE</u>
Name <u>JAGVEER SINGH MAHAL</u>	Address <u>1498 JAMACHA ROAD, EL CAJON, 92019</u>
Phone <u>(619) 301-8169</u>	Length of acquaintance <u>FRIEND</u> Occupation <u>STORE OWNER</u>

NEAREST RELATIVE(S)

Name <u>PRAVIN PATEL</u>	Address <u>119 BRETWOOD DRIVE, EGG HARBOR TOWNSHIP, NJ 08234</u>
Phone <u>(609) 458-0527</u>	Relationship <u>UNCLE</u>
Name <u>GIRI CHIKAPALLI</u>	Address <u>6060 BURIAN STREET, SAN DIEGO, 92115</u>
Phone <u>(619) 916-3715</u>	Relationship <u>COUSIN</u>

Applicant understands and agrees: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Signature *[Signature]* Date 4/29/2014

II. SCREENING FEE

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a **nonrefundable** screening fee of \$ _____, applied as follows: (The screening fee may not exceed \$30.00 adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.) A CPI inflation calculator is available on the Bureau of Labor Statistics website, www.bls.gov. The California Department of Consumer Affairs calculates the applicable screening fee amount to be \$37.57 as of 2006.

\$ _____ for credit reports prepared by _____;
\$ _____ for _____ (other out-of-pocket expenses); and
\$ _____ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature _____ Date _____

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature _____ Date _____

Reviewed by _____ Date _____



CALIFORNIA ^{USA} DRIVER LICENSE



DL E1268062

EXP 07/17/2016

CLASS C
END NONE

LN SHAH

FN NAIMESH RANJIT
871 N MOLLISON AVE 3
EL CAJON, CA 92021

DOB 07/17/1978

RSTR NONE

07171978

[Handwritten signature]



SEX M HAIR BLK EYES BLK
HGT 5-10 WGT 180 lb

DD 03/08/2007 HBL/AAFD16 ISS 11/22/2011

CALIFORNIA^{USA} DRIVER LICENSE



DL E1268052

EXP 07/17/2016

CLASS C
END NONE

LN SHAH

FN NAIMESH RANJIT
871 N MOLLISON AVE 3
EL CAJON, CA 92021

DOB 07/17/1978

RSTR NONE

07171978

[Handwritten signature]



SEX M HAIN BLK EYES BLK
HGT 5-10 WGT 180 lb

DD 03/08/2007 13DL/AAFD16 ISS 11/22/2011

CALIFORNIA ^{USA} IDENTIFICATION CARD

ID E2098968

EXP 07/21/2019

LN SHAH
FN DEVI RANJIT
871 N MOLLISON AVE 3
EL CAJON, CA 92021
DOB 07/21/1952



07211952

D. A. Shah

SEX F HGT 5-04 WGT 114 LB EYES BLK
ISS 05/20/2013
DD 10/08/2007/81388/CCFD/19

CALIFORNIA ^{USA} IDENTIFICATION CARD



ID E2098968

EXP 07/21/2019

LN SHAH
FN DEVI RANJIT
871 N MOLLISON AVE 3
EL CAJON, CA 92021
DOB 07/21/1952



07211952

D. R. Shah

SEX F HGT 5-04 WGT 114 LB EYES BLK
DD 10/09/2007613R2/CCFD/19 ISS 05/20/2013

Geyer Electronic America, Inc.

Employee Name Naimesh R. Shah
For Period 04/16/14 to 04/30/14

270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Id No. 101
Date 04/30/14

Check No. DD140430

Type	Rate	Hours	Current	Year to Date	Deductions	Current	Year to Date
Regular Pay			1500.00	12000.00	Federal W/H	192.00	1536.00
					Social Security	93.00	744.00
					Medicare	21.75	174.00
					State W/H	42.29	338.32
					SDI	15.00	120.00

Totals	1500.00	12000.00	Totals	364.04	2912.32
Social Security			Net	1135.96	9087.68

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Geyer Electronic America, Inc.
 270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Wells Fargo Bank
 San Diego, California
 16-24/1220

Check No.

237159516

Date	Amount
04/30/14	\$\$\$0.00

Pay NON-NEGOTIABLE FUNDS DIRECT DEPOSITED

TO THE ORDER OF: Naimesh R. Shah
 871 N. Mollison Avenue #3
 El Cajon, CA 92021

RUB RED IMAGE
 FADING WITH HEAT

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

Geyer Electronic America, Inc.

Employee Name Naimesh R. Shah
For Period 03/01/14 to 03/15/14

270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Id No. 101

Date 03/15/14

Check No. DD140315

Type	Rate	Hours	Current	Year to Date	Deductions	Current	Year to Date
Regular Pay			1500.00	7500.00	Federal W/H	192.00	960.00
					Social Security	93.00	465.00
					Medicare	21.75	108.75
					State W/H	42.29	211.45
					SDI	15.00	75.00

Totals	1500.00	7500.00	Totals Net	364.04	1820.20
Social Security				1135.96	5679.80

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Geyer Electronic America, Inc.
 270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Wells Fargo Bank
 San Diego, California
 16-24/1220

Check No.
62334428

Date	Amount
03/15/14	\$\$\$0.00

Pay NON-NEGOTIABLE FUNDS DIRECT DEPOSITED

TO THE ORDER OF: Naimesh R. Shah
 871 N. Mollison Avenue #3
 El Cajon, CA 92021



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

Geyer Electronic America, Inc.

Employee Name Naimesh R. Shah
For Period 03/16/14 to 03/31/14

270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Id No. 101

Date 03/31/14

Check No. DD140331

Type	Rate	Hours	Current	Year to Date	Deductions	Current	Year to Date
Regular Pay			1500.00	9000.00	Federal W/H	192.00	1152.00
					Social Security	93.00	558.00
					Medicare	21.75	130.50
					State W/H	42.29	253.74
					SDI	15.00	90.00

Totals	1500.00	9000.00	Totals	364.04	2184.24
Social Security			Net	1135.96	6815.76

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Geyer Electronic America, Inc.
 270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Wells Fargo Bank
 San Diego, California
 16-24/1220

Check No.
 239404668

Date	Amount
03/31/14	\$\$\$0.00

Pay NON-NEGOTIABLE FUNDS DIRECT DEPOSITED

TO THE ORDER OF: Naimesh R. Shah
 871 N. Mollison Avenue #3
 El Cajon, CA 92021



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

Geyer Electronic America, Inc.

Employee Name Naimesh R. Shah
For Period 04/16/14 to 04/30/14

270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Id No. 101

Date 04/30/14

Check No. DD140430

Type	Rate	Hours	Current	Year to Date	Deductions	Current	Year to Date
Regular Pay			1500.00	12000.00	Federal W/H	192.00	1536.00
					Social Security	93.00	744.00
					Medicare	21.75	174.00
					State W/H	42.29	338.32
					SDI	15.00	120.00

Totals			1500.00	12000.00	Totals		
Social Security					Net	364.04	2912.32
						1135.96	9087.68

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Geyer Electronic America, Inc.
 270 E. Douglas Avenue
 El Cajon, CA 92020
 (619) 401-4038

Wells Fargo Bank
 San Diego, California
 16-24/1220

Check No.
 237159516

Date	Amount
04/30/14	\$\$\$0.00

Pay NON-NEGOTIABLE FUNDS DIRECT DEPOSITED

TO THE ORDER OF: Naimesh R. Shah
 871 N. Mollison Avenue #3
 El Cajon, CA 92021

RUB RED IMAGE
 PAGES WITH HEAT

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

Geyer Electronic America, Inc.

Employee Name Naimesh R. Shah
For Period 04/16/14 to 04/30/14

Id No. 101
Date 04/30/14

270 E. Douglas Avenue
El Cajon, CA 92020
(619) 401-4038

Check No. DD140430

Type	Rate	Hours	Current	Year to Date	Deductions	Current	Year to Date
Regular Pay			1500.00	12000.00	Federal W/H	192.00	1536.00
					Social Security	93.00	744.00
					Medicare	21.75	174.00
					State W/H	42.29	338.32
					SDI	15.00	120.00

Totals	1500.00	12000.00	Totals	364.04	2912.32
Social Security			Net	1135.96	9087.68

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Geyer Electronic America, Inc.
270 E. Douglas Avenue
El Cajon, CA 92020
(619) 401-4038

Wells Fargo Bank
San Diego, California
16-24/1220

Check No.
237159516

Date	Amount
04/30/14	***0.00

Pay NON-NEGOTIABLE FUNDS DIRECT DEPOSITED

TO THE ORDER OF: Naimesh R. Shah
871 N. Mollison Avenue #3
El Cajon, CA 92021



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



**PEERLESS
PROPERTIES**

Real Estate/Management

270 East Douglas Avenue, Suite #100C
El Cajon, CA 92020
Phone: (619) 401-4040
FAX: (619) 401-4028

Thank you for choosing Peerless Properties, the leaders in the management business.

The information needed to process your rental application is as follows:

1. **Rental Application.** Please accurately and completely fill out the enclosed application. (one application per adult)
2. **Application Fee is \$25 (Cash Only)** per application
- 2 3. Clearly visible copies of each applicant's **Driver's License**
- 2 4. Clearly visible copies of each applicant's **Social Security Card**
5. Clearly visible copies of each applicant's last two **Pay Check Stubs or other Proof of Income**

Please bring the above items with you when previewing the property or drop them by our office located at:

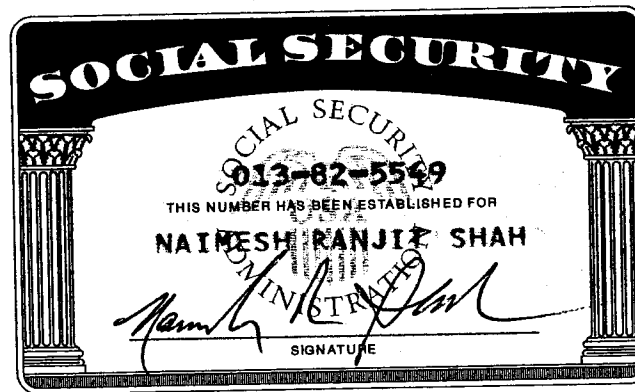
Peerless Properties
270 East Douglas Avenue, Suite #100C
El Cajon, CA 92020

Thank You,

Peerless Properties
(619) 401-4040

YOUR SOCIAL SECURITY CARD

Detach the card below and sign it in ink immediately.
Keep your card in a safe place to prevent loss or theft.
DO NOT CARRY IT WITH YOU.
Do not laminate your card.



CARD

Do not allow others to use your number if lost or stolen. Protect both your card

and your Social Security number if your name, your U.S. citizenship or file an application for a corrected name may request certain other evidence

to ensure your employer uses the name you can record your earnings correctly. For reporting purposes. Such use is neither your Social Security number by such an organization or on. Private organizations cannot get your Social Security number.

Whether giving it is mandatory or whether your Social Security card will be used. Your Social Security card will be marked with a star if you use the number

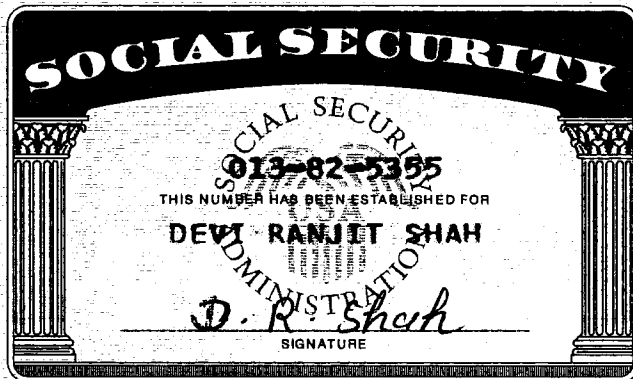
For work, your Social Security card will be marked with a star. If you show this card to an employer, you may be required to show your U.S. immigration

status if you become disabled, reach

for more information, visit www.socialsecurity.gov.

YOUR SOCIAL SECURITY CARD

Detach the card below and sign it in ink immediately. Keep your card in a safe place to prevent loss or theft. Do not laminate your card.



ARD

allow others to use your number if lost or stolen. Protect both your card

your name, your U.S. citizenship status, and file an application for a corrected Social Security card. If you request certain other evidence

your employer uses the name on your Social Security card in record your earnings correctly. For reporting purposes. Such use is neither required nor prohibited. Private organizations cannot get your Social Security number. Whether giving it is mandatory or not, it will be used.

Your Social Security card will be marked with the name of the officials if you use the number

mark, your Social Security card will be marked with "N". If you show this card to an official, you must show your U.S. immigration

status if you become disabled, reach

socialsecurity.gov.

APPLICATION TO RENT/SCREENING FEE

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

Applicant is completing Application as a (check one) tenant, tenant with co-tenant(s) or guarantor/co-signor.

Total number of applicants 2

PREMISES INFORMATION

Application to rent property at <u>633 EAST PARK AVE., #9, EL CAJON, CA 92020</u>	("Premises")
Rent \$ <u>725</u> per <u>MONTH</u> Proposed move-in date <u>JUNE 01, 2014</u>	

PERSONAL INFORMATION

FULL NAME OF APPLICANT <u>NAIMESH R. SHAH</u>	
Social security No. <u>013-82-5549</u>	Driver's license No. <u>E1268052</u> State <u>CA</u> Expires <u>07/17/2016</u>
Phone number: Home <u>619-354-5050</u>	Work <u>619-758-4200</u> Other <u>619-757-4100 (cell)</u>
Email <u>nshah9@live.com</u>	
Name(s) of all other proposed occupant(s) and relationship to applicant <u>DEVI SHAH (MOM), RANJIT SHAH (DAD - Will be leaving Mid-June)</u>	
Pet(s) or service animals (number and type) <u>0</u>	
Auto: Make <u>HONDA</u> Model <u>ACCORD</u> Year <u>2007</u> License No. <u>5WQX526</u> State <u>CA</u> Color <u>GRAPHITE GREY</u>	Other vehicle(s): <u>1993 TOYOTA CAMRY (RED - will be selling it soon)</u>
In case of emergency, person to notify <u>LEE MENCH</u> Relationship <u>FRIEND</u>	Address <u>270 E DOUGLAS AVE, EL CAJON, CA 92020</u> Phone <u>(619) 933-5738</u>
Does applicant or any proposed occupant plan to use liquid-filled furniture? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Type _____	
Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, explain _____	
Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, explain _____	
Has applicant or any proposed occupant ever been asked to move out of a residence? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, explain _____	

RESIDENCE HISTORY

Current address <u>871 N MOLLISON AVE. APT #3</u>	Previous address <u>276 FIG AVE, APT #G</u>
City/State/Zip <u>EL CAJON, CA 92021</u>	City/State/Zip <u>CHULA VISTA, CA 91910</u>
From <u>06/01/2008</u> to <u>PRESENT</u>	From <u>11/01/2006</u> to <u>5/31/2008</u>
Name of Landlord/Manager <u>CHRISTINE</u>	Name of Landlord/Manager <u>SUSAN</u>
Landlord/Manager's phone <u>(619) 442-4710</u>	Landlord/Manager's phone <u>(619) 425-2966</u>
Do you own this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Did you own this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Reason for leaving current address <u>DAD LEAVING TOWN-DOWNSIZING</u>	Reason for leaving this address <u>MOVED CLOSER TO WORK</u>

EMPLOYMENT AND INCOME HISTORY

Current employer <u>GEYER ELECTRONIC AMERICA, INC.</u>	Supervisor <u>JURGEN REICHMANN</u> From <u>02/2011</u> To <u>NOW</u>
Employer's address <u>270 EAST DOUGLAS AVE. EL CAJON, CA 92020</u>	Supervisor's phone <u>+1 6194014038</u>
Position or title <u>OPERATIONS MANAGER</u>	Phone number to verify employment _____
Employment gross income \$ <u>36000</u> per <u>YEAR</u>	Other \$ _____ per _____ Source _____
Previous employer <u>JEMNE I TECHNOLOGIES</u>	Supervisor <u>SELF</u> From <u>06/2008</u> To <u>NOW</u>
Employer's address <u>270 E. DOUGLAS AVE</u>	Supervisor's phone <u>619-758-4200</u>
Position or title <u>PRESIDENT</u>	Employment gross income \$ <u>20,000</u> per <u>YEAR</u>

Applicant's Initials N. Shah D. R.
N.SHAH D.SHAH

Reviewed by _____ Date _____



Property Address: 633 EAST PARK AVE., #57, EL CAJON, CA 92020

Date: 4/29/2014

CREDIT INFORMATION

Name of creditor	Account number	Monthly payment	Balance due

Name of bank/branch	Account number	Type of account	Account balance
DIGITAL FEDERAL CREDIT UNION	5159490-S5	CHECKING	\$1500
DIGITAL FEDERAL CREDIT UNION	5159490-S1	SAVINGS	\$3000

PERSONAL REFERENCES

Name <u>LEE MENCH</u>	Address <u>270 E DOUGLAS AVE, EL CAJON, CA 92020</u>
Phone <u>(619) 933-5738</u>	Length of acquaintance <u>FRIEND</u> Occupation <u>COMMERCIAL REAL ESTATE</u>
Name <u>JAGVEER SINGH MAHAL</u>	Address <u>1498 JAMACHA ROAD, EL CAJON, 92019</u>
Phone <u>(619) 301-8169</u>	Length of acquaintance <u>FRIEND</u> Occupation <u>STORE OWNER</u>

NEAREST RELATIVE(S)

Name <u>PRAVIN PATEL</u>	Address <u>119 BRETWOOD DRIVE, EGG HARBOR TOWNSHIP, NJ 08234</u>
Phone <u>(609) 458-0527</u>	Relationship <u>UNCLE</u>
Name <u>GIRI CHIKAPALLI</u>	Address <u>6060 BURIAN STREET, SAN DIEGO, 92115</u>
Phone <u>(619) 916-3715</u>	Relationship <u>COUSIN</u>

Applicant understands and agrees: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Signature *[Handwritten Signature]* Date 4/29/2014

II. SCREENING FEE

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a nonrefundable screening fee of \$ _____, applied as follows: (The screening fee may not exceed \$30.00 adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.) A CPI inflation calculator is available on the Bureau of Labor Statistics website, www.bls.gov. The California Department of Consumer Affairs calculates the applicable screening fee amount to be \$37.57 as of 2006.

\$ _____ for credit reports prepared by _____;
\$ _____ for _____ (other out-of-pocket expenses); and
\$ _____ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature _____ Date _____

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature _____ Date _____

Reviewed by _____ Date _____



Lease Decision

Transaction No: 0039793079 **Performed By:** DPUFF1 **Performed On:** Tuesday April 29, 2014 / 14: 8:42 EST
Property: 43833 - Peerless Properties - El Cajon CA 92020

Your community's decision for this transaction appears below based on your management company's established decision points for applicant approval to your community. Direct questions regarding these criteria to your management company.

LEASE DECISION

The service requested does not provide a score. Select your agent decision. Agent Decision:

SCREENING DETAILS



APPLICANT INFORMATION

Applicant Name: SHAH R NAIMESH **SSN:** ***-**-5549
Monthly Income: **DOB:** 07/17/1978
Phone: 0000000000 **Email:**
Current Address: 871 MOLLISON AV 3, EL CAJON CA 92021 **Previous Address:**

REPORTS AND LETTERS

Report	Status
Experian Credit	Complete
RegistryCHECK	Complete

LEASE INFORMATION

Monthly Rent: \$0 **Security Deposit:** \$0
Total Income: \$0/month **Lease Term:**

Letters
Not Applicable

Marketing Source:

Client Reference: EPARK

EXPERIAN CREDIT REPORT		April 29, 2014 11:09 AM	
REPORT INFORMATION			
Property ID:	43833	Phone:	619-667-3046
Property Name:	Peerless Properties	Fax:	
Request Date:	04/29/2014	Request Type:	Credit
Request ID:	81417023	Permissible Purpose:	Resident Screening
Process Date:	04/29/2014 14:08:44		
APPLICANT INFORMATION			
Name:	SHAH R NAIMESH	Suffix:	
Current Address:	871 MOLLISON AV 3 EL CAJON, CA 92021	SSN:	xxx-xx-5549
Drivers License#:		Drivers License State:	

EXPERIAN CREDIT REPORT

TNA1 GAM 1956553 NAIMESH,SHAH R xxxxx5549;CA-871 MOLLISON/EL CAJON CA 92021; Y-1978;T-29.....;U-PEERLESS PROPERTIES,RR-BOTH1,H-Y;V-07;PARSED;PSUM

PAGE 1 DATE 4-29-2014 TIME 13:08:42 V301 TCA3

*NAIMESH R SHAH SS: xxx-xx-5549 E: JEMNET CORPORATION
 *9011 MIRA MESA BLVD UNIT 202 DOB: xx/17/78 RPTD: 6-08 TO 10-08 I
 SAN DIEGO CA 921262738
 RPTD: 10-10 U E: TANDEM -LEOMI
 LAST SUB: 2205270 RPTD: 7-98 I

871 N MOLLISON AVE APT 3
 EL CAJON CA 920215545
 RPTD: 6-08 TO 1-09 U 7X

*276 FIG AVE APT G
 CHULA VISTA CA 919102459
 RPTD: 10-06 TO 12-07 U 1X

*NAIMESH R KHAJURIWALA

----- PROFILE SUMMARY -----

PUBLIC RECORDS-----0 PAST DUE AMT-----\$0 INQUIRIES---1 CNT 13/00/00/00
 INST/OTH BAL---\$44,883 SCH/EST PAY-----\$810 INQS/6 MO---1 SATIS ACCTS--14
 R ESTATE BAL-----N/A R ESTATE PAY-----N/A TRADELINE--18 NOW DEL/DRG---0
 TOT REV BAL-----\$6,737 TOT REV AVAIL-----54% PAID ACCT--14 WAS DEL/DRG---4
 OLD TRADE-10-98

----- SCORE SUMMARY -----

NEW NATIONAL RISK SCORE = 37 SCORE FACTORS: 08, 05, 23, 27

----- TRADES -----

SUBSCRIBER	OPEN	AMT-TYP1	AMT-TYP2	ACCTCOND	PYMT STATUS
SUB# KOB TYP TRM ECOA BALDATE	BALANCE	PYMT LEVEL	MOS REV	PYMT HISTORY	
ACCOUNT # LAST PD MONTH PAY PAST DUE MAXIMUM	BY MONTH				
*BANK OF AMERICA 11-06 \$9,400-L \$7,962-H CLOSED CURR ACCT					
xxxxx06 BC CRC REV 1 4-10-09 \$0 4-09 (27) B00-----					
11-07 \$298 -CCCCCCC-CCC					
** ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST **					
*DIGITAL FED CREDIT UNI 11-06 \$23,072-O PAID CUR WAS 30-2					
xxxxx70 FC AUT 60 1 9-30-11 9-11 (60) BCCCCCCC1CC1C					
xxxxx90142 9-11 CCCCCCCCCCCC					
*DIGITAL FED CREDIT UNI 11-07 \$3,400-O PAID CUR WAS 30					
xxxxx70 FC AUT 36 1 7-31-10 7-10 (34) BCCCCCCCCCCC					
xxxxx90143 7-10 CCCCCCCCCC1C					
*CCMK/CBNA 6-08 \$7,600-L PAID CURR ACCT					
xxxxx40 BB CRC REV 1 6-26-09 6-09 (12) B00000000000					
** ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST **					
*CITI 2-99 \$7,600-L \$3,485-H PAID CURR ACCT					
xxxxx00 BC CRC REV 1 7-30-08 7-08 (99) B0000C00000000					
6-06 0000C0000000C					
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*SEARS/CBNA 10-03 \$2,550-L \$16-H PAID CURR ACCT					
xxxxx80 DC CHG REV 1 10-24-07 10-07 (49) B0000000000000					
11-03 00000000000000					
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					

*GECRB/GAP	9-04	\$700-L	\$308-H	PAID	CURR ACCT
xxxxx60 CG CHG REV	1 10-09-07		10-07	(37)	B00000000000
	7-07				000000000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*GECRB/OLD NAVY	10-03	\$600-L	\$171-H	PAID	CURR ACCT
xxxxx70 CG CHG REV	1 10-03-07		10-07	(48)	B00000000000
	11-04				000000000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
WORKERS CREDIT UNION	9-01	\$3,000-L	\$3,000-H	PAID	CURR ACCT
xxxxx01 FC C/C LOC	2 2-01-07		2-07	(65)	BCC000000000
	1-07				000000000000
SALLIE MAE	11-04	\$10,000-O		PAID	CURR ACCT
xxxxx37 EL EDU 120	1 10-05-06		10-06	(23)	BCCCCCCCCCCCC
xxxxx4817610003	9-06				CCCCCCCC
SALLIE MAE	11-04	\$8,500-O		PAID	CURR ACCT
xxxxx37 EL EDU 120	1 10-05-06		10-06	(23)	BCCCCCCCCCCCC
xxxxx4817610002	9-06				CCCCCCCC
*SALLIE MAE	10-04	\$8,500-O		PAID	CURR ACCT
xxxxx37 EL EDU UNK	1 11-30-04		11-04	(2)	BC
xxxxx5491016					
** ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST **					
*WORKERS CREDIT UNION	11-03	\$5,000-L		PAID	CURR ACCT
xxxxx01 FC C/C LOC	1 5-03-04		5-04	(6)	B00000
** ACCOUNT CLOSED AT CREDIT GRANTOR'S REQUEST **					
US DEPT OF EDUCATION	10-98	\$2,625-O			PAID
xxxxx60 EL EDU 54	1 8-31-05		8-05	(1)	B
xxxxx5491					
*DIGITAL FED CREDIT UNI	12-03	\$7,500-L	\$7,500-H	OPEN	CUR WAS30-6+
xxxxx70 FC CRC REV	2 3-31-14	\$6,737	1-14	(99)	CCC11CCC11CCC
	3-14	\$119		1-11/1	CCCCCCC1C1CC
*AES/RBS CITIZENS NA	3-05	\$21,739-O		OPEN	CUR WAS 30-2
xxxxx69 EL EDU 153	1 3-31-14	\$19,538	2-11	(99)	CCCCCCCCCCCC
xxxxx76374PA00001	3-14	\$164		1-11/1	CCCCCCCCCCCC
DISCOVER FIN SVCS LLC	1-00	\$7,200-L	\$8,776-H	OPEN	CURR ACCT
xxxxx02 BC CRC REV	3 4-27-14	\$0	4-14	(99)	000000000000
	5-11	\$20			000000000000
SALLIE MAE	9-06	\$19,403-O		OPEN	CURR ACCT
xxxxx37 EL EDU 180	1 3-31-14	\$25,345	3-14	(91)	CCC--CCC--CCC
xxxxx4817610002200609>	7-08	\$209			--CCC--CCC--
>xxxxx					
----- INQUIRIES -----					
EQUIFAX MORTGAGE SOLUT	3-12-14	1298100 FR	UNK R/C		
----- MESSAGES -----					
MSG 335: 3 04NUMBER OF CREDIT INQUIRIES					
END -- EXPERIAN					
--- End of Experian Report ---					

REGISTRYCHECK REPORT		April 29, 2014 11 : 09 AM	
REPORT INFORMATION SECTION			
REPORT INFORMATION			
Property ID:	43833	Phone:	619-667-3046
Property Name:	Peerless Properties	Fax:	
Request Date:	04/29/2014	Request Type:	Landlord Tenant
Request ID:	81417023	Permissible Purpose:	Resident Screening
Process Date:	04/29/2014 14:08:44		
APPLICANT INFORMATION			
Name:	SHAH R NAIMESH	Suffix:	
Current Address:	871 MOLLISON AV 3 EL CAJON, CA 92021		SSN: xxx-xx-5549

REPORT SUMMARY			
Report ID:	0039793079	Status:	Completed
COURT RECORDS ON FILE			
No Court Records Found			
SUPPLEMENTAL DATA RESOURCE			
NOTE: The supplemental resource list is not part of the consumer report. It does not represent derogatory information on the consumer. These listings are provided solely as a resource tool, designed to provide additional possible sources of information that may relate to the applicant. The customer is encouraged to contact these listings to determine whether additional information is available in connection with the applicant.			
Subject:	SHAH R NAIMESH	Phone:	
Address:	9011 MIRA MESA 202 SAN DIEGO CA 92126		
Landlord:		Phone:	
Residency Dates:	01/2010		
Subject:	SHAH R NAIMESH	Phone:	
Address:	871 N MOLLISON 3 EL CAJON CA 92021		
Landlord:		Phone:	
Residency Dates:	01/2008		
Subject:	SHAH R NAIMESH	Phone:	
Address:	276 FI CHULA VISTA CA 91910		
Landlord:		Phone:	
Residency Dates:	01/2006		

WARNING: A PERSON MUST HAVE PERMISSIBLE PURPOSE UNDER THE FAIR CREDIT REPORTING ACT (FCRA) TO OBTAIN A CONSUMER REPORT. THE FCRA IMPOSES PENALTIES AGAINST ANYONE WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES, INCLUDING FINES, UP TO TWO YEARS IN PRISON OR BOTH. A CONSUMER REPORTING AGENCY MAY NOT PROHIBIT YOU FROM DISCLOSING THE CONTENTS OF THE REPORT DIRECTLY TO THE CONSUMER. IT IS RECOMMENDED THAT YOU REFER ALL INQUIRIES REGARDING THE INFORMATION CONTAINED IN THIS REPORT DIRECTLY TO THE CORELOGIC SAFERENT CONSUMER REQUEST LINE: 1-888-333-2413.

Lease Decision

Transaction No: 0039793080 **Performed By:** DPUFF1 **Performed On:** Tuesday April 29, 2014 / 14: 8:42 EST
Property: 43833 - Peerless Properties - El Cajon CA 92020

Your community's decision for this transaction appears below based on your management company's established decision points for applicant approval to your community. Direct questions regarding these criteria to your management company.

LEASE DECISION

The service requested does not provide a score. Select your agent decision. Agent Decision:

SCREENING DETAILS



APPLICANT INFORMATION

Applicant Name: DEVI R SHAH **SSN:** ***-**-5355
Monthly Income: **DOB:**
Phone: 0000000000 **Email:**
Current Address: 871 MOLLISON AV 3, EL CAJON CA 92021 **Previous Address:**

REPORTS AND LETTERS

Report	Status
Experian Credit	Complete
RegistryCHECK	Complete

LEASE INFORMATION

Monthly Rent: \$0 **Security Deposit:** \$0
Total Income: \$0/month **Lease Term:**

Letters
Not Applicable

Marketing Source:

Client Reference: EPARK

EXPERIAN CREDIT REPORT		April 29, 2014 11:10 AM	
REPORT INFORMATION			
Property ID:	43833	Phone:	619-667-3046
Property Name:	Peerless Properties	Fax:	
Request Date:	04/29/2014	Request Type:	Credit
Request ID:	81417022	Permissible Purpose:	Resident Screening
Process Date:	04/29/2014 14:08:44		
APPLICANT INFORMATION			
Name:	DEVI R SHAH	Suffix:	
Current Address:	871 MOLLISON AV 3 EL CAJON, CA 92021	SSN:	xxx-xx-5355
Drivers License#:		Drivers License State:	

EXPERIAN CREDIT REPORT

TNA1 GAM 1956553 SHAH,DEVI R xxxxx5355;CA-871 MOLLISON/EL CAJON CA 92021;
T-29.....;U-PEERLESS PROPERTIES,RR-BOTH1,H-Y;V-07;PARSED;PSUM

PAGE 1 DATE 4-29-2014 TIME 13:08:42 V801 TCA3

DEVI R SHAH SS: xxx-xx-5355
*871 N MOLLISON AVE APT 3 DOB: xx/21/52
EL CAJON CA 920215545
RPTD: 6-08 TO 9-09 U 2X
LAST SUB: 1230206

*276 FIG AVE APT G
CHULA VISTA CA 919102459
RPTD: 10-06 TO 7-07 U 2X

*275 FIG AVE APT G
CHULA VISTA CA 919102452
RPTD: 7-07 U 1X

*DEVINDRA R KHAJURIWALA, DEVINDRA A KHAJURIWALA

----- PROFILE SUMMARY -----

PUBLIC RECORDS-----0	PAST DUE AMT-----\$0	INQUIRIES----0	SATIS ACCTS--10
INST/OTH BAL-----N/A	SCH/EST PAY-----\$139	INQS/6 MO---0	NOW DEL/DRG---0
R ESTATE BAL-----N/A	R ESTATE PAY-----N/A	TRADELINE--11	WAS DEL/DRG--1
TOT REV BAL-----\$6,737	TOT REV AVAIL-----54%	PAID ACCT---9	OLD TRADE--2-99

----- SCORE SUMMARY -----

NEW NATIONAL RISK SCORE = 24 SCORE FACTORS: 08, 05, 23, 27

----- TRADES -----

SUBSCRIBER	OPEN	AMT-TYP1	AMT-TYP2	ACCTCOND	PYMT STATUS
SUB# KOB TYP TRM ECOA BALDATE	BALANCE	PYMT LEVEL	MOS REV	PYMT HISTORY	BY MONTH
ACCOUNT #	LAST PD	MONTH PAY	PAST DUE	MAXIMUM	
*BANK OF AMERICA	9-09	UNK		CLOSED	CURR ACCT
xxxxx06 BC FSC REV 1	9-26-09	\$0	9-09	(1) B	
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*FASHION BUG/SCANB	3-00	\$500-L		CLOSED	CURR ACCT
xxxxx50 CG CRC REV 1	11-08-07	\$0	9-06	(93)	B0000000000000 000000000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*WELLS FARGO BANK	6-08	\$5,000-L	\$24-H	PAID	CURR ACCT
xxxxx07 BC CRC REV 1	12-04-09		12-09	(18)	B0000000000000 00CC0
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*CITI	2-99	\$7,600-L	\$3,485-H	PAID	CURR ACCT
xxxxx00 BC CRC REV 3	7-30-08		7-08	(99)	B0000C0000000 0000C0000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*SEARS/CBNA	7-03	\$2,700-L	\$24-H	PAID	CURR ACCT
xxxxx80 DC CHG REV 3	10-24-07		10-07	(51)	B0000000000000 000000000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **					
*GECRB/JCP	8-02	\$500-L	\$97-H	PAID	CURR ACCT
xxxxx60 DC CHG REV 1	10-07-07		10-07	(62)	B0000000000000 000000000000
	9-02				

```

** ACCOUNT CLOSED AT CONSUMER'S REQUEST **
WORKERS CREDIT UNION      9-01   $3,000-L   $3,000-H   PAID   CURR ACCT
xxxxx01 FC C/C LOC      2  2-01-07   2-07   (65) BCC00000000000
      1-07   000000000000
*GECRB/WALMART            6-01   $1,000-L           PAID   CURR ACCT
xxxxx00 DV CHG REV      1 10-06-05   9-05   (52) BBCBCBCBCBCBC
      ECBCBCBCBCBC
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **
*SEARS/CBNA              12-00   $3,100-L   $87-H      PAID   CURR ACCT
xxxxx80 DC CHG REV      1  3-17-05   3-05   (51) B000000000000
      1-01   000000000000
** ACCOUNT CLOSED AT CONSUMER'S REQUEST **
*DIGITAL FED CREDIT UNI  12-03   $7,500-L   $7,500-H   OPEN   CUR WAS30+
xxxxx70 FC CRC REV      2  3-31-14   1-14   (99) CCC11CCC11CCC
      3-14   $119      1-11/1  CCCCCC1C1CC
DISCOVER FIN SVCS LLC    1-00   $7,200-L   $8,776-H   OPEN   CURR ACCT
xxxxx02 BC CRC REV      1  4-27-14   4-14   (99) 0000000000000
      5-11   $20      000000000000
END -- EXPERIAN
--- End of Experian Report ---

```

REGISTRYCHECK REPORT		April 29, 2014 11 : 10 AM	
REPORT INFORMATION SECTION			
REPORT INFORMATION			
Property ID:	43833	Phone:	619-667-3046
Property Name:	Peerless Properties	Fax:	
Request Date:	04/29/2014	Request Type:	Landlord Tenant
Request ID:	81417022	Permissible Purpose:	Resident Screening
Process Date:	04/29/2014 14:08:44		
APPLICANT INFORMATION			
Name:	DEVI R SHAH	Suffix:	
Current Address:	871 MOLLISON AV 3 EL CAJON, CA 92021	SSN:	xxx-xx-5355

REPORT SUMMARY			
Report ID:	0039793080	Status:	Completed
COURT RECORDS ON FILE			
No Court Records Found			
PRIOR INQUIRY ON FILE			
RECORD - 1 of 1			
Applicant:	DEVI SHAH	Date:	05/15/2008
Current Address:	276 FIG CHULA VISTA, CA 91910	SSN:	xxx-xx-5355
Previous Address:	31 CRESTVIEW FITCHBURG MA 01420	Employer:	
Member:	REAL ESTATE SERVICES	Phone:	(619) 640-3100
SUPPLEMENTAL DATA RESOURCE			
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Subject:	DEVI R SHAH		
Address:	871 N MOLLISON 3 EL CAJON CA 92021	Phone:	
Landlord:			
Residency Dates:	01/2008		
Subject:	DEVI R SHAH		
Address:	276 FI CHULA VISTA CA 91910	Phone:	
Landlord:			
Residency Dates:	01/2006		
Subject:	DEVI R SHAH		
Address:	275 FI CHULA VISTA CA 91910	Phone:	
Landlord:			
Residency Dates:	01/2007		

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Master

Parking Assignments

6333 East Park

MAY 3, 2008

not to scale

Date revised: ~~MAY 2004~~

No parking assigned to Apt #4

N

|

20	#13 ALEJAR	TRASH
19		DAVID #8
18	#11	W/AY W/AY
17	#9	#1 WASSER
16	#2 SM. SCARLE	#12 ROBBIO
15	#4	#9 SHAST
14		#11 BRUNDA
13	#14 MARK	

12		#6 MICHELLE McFarlane	#7 AMBER
11		#10 ESTER	#9 APT #1
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			#10 GEORGE S/1400 TAMA

P A R K A V F

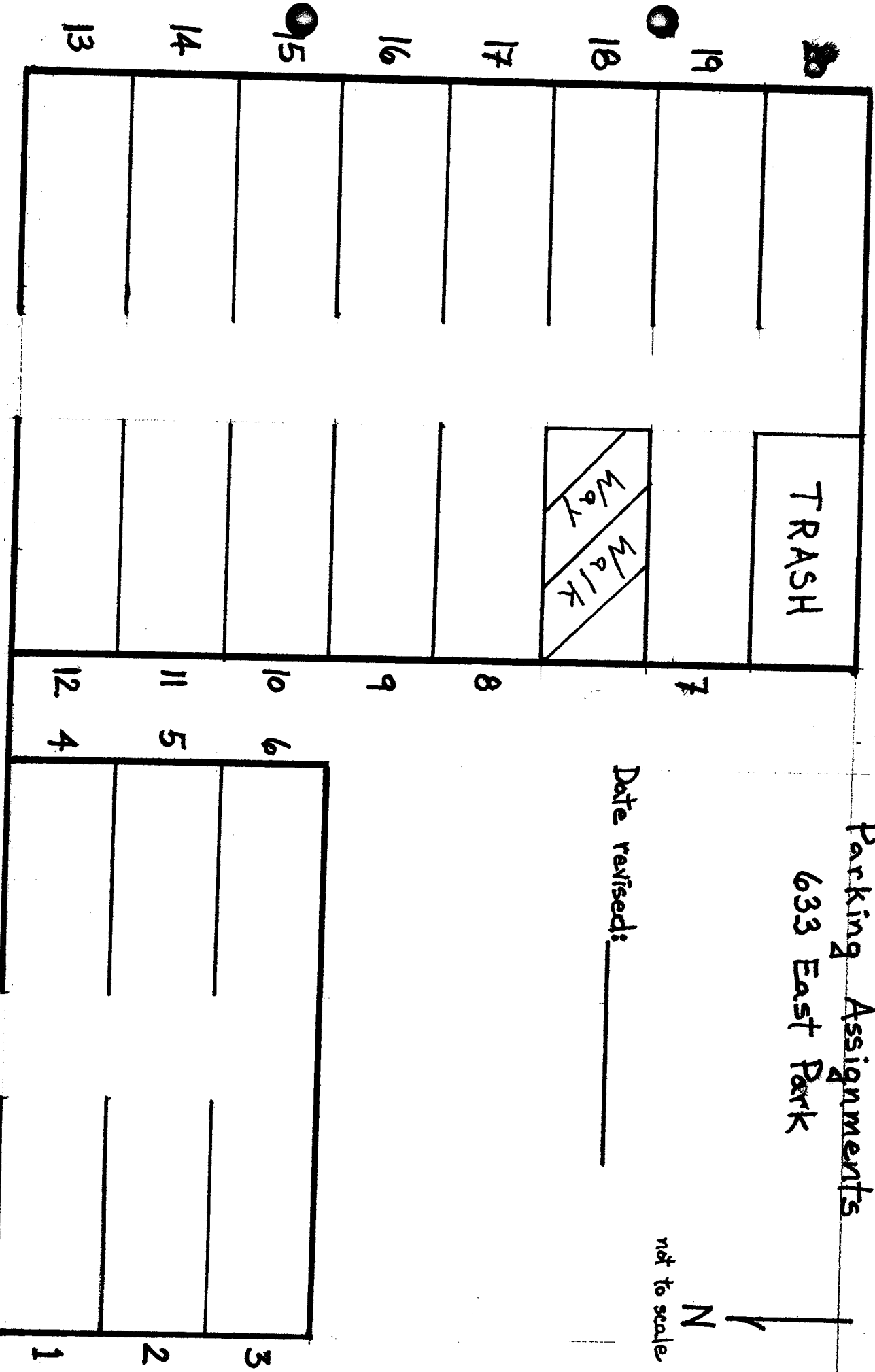
9/0A

Parking Assignments
633 East Park

not to scale

N

Date revised: _____



P
A
R
K
A
V
F



MOVE IN / MOVE OUT INSPECTION
(C.A.R. Form MIMO, Revised 11/07)

Property Address 633 E. PARK AVE EL CASO CA Unit No. 9
 Inspection: Move in 5-28-14 (Date) Move Out _____ (Date)
 Tenant(s) NAMESH SHAM



	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Front Yard/Exterior								
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walks/Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Porches/Stairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mailbox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Entry								
Security/Screen Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Small hole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Doors/Knobs/Locks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New carpet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Living Room								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NEW CARPET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NEW PAINT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NEW BLINDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Small hole screen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fireplace Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Need cable plate								
Dining Room								
Flooring/Baseboards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NEW CARPET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NEW PAINT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tenant's Initials (N. Sham) (_____)
 Landlord's Initials (DD) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

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 MIMO REVISED 11/07 (PAGE 1 OF 5)

Reviewed by _____ Date _____



Property Address: 633. E. PARK AVE #9 EL CAJON CA

Date: 5-28-14

	MOVE IN			Comments	MOVE OUT			Comments		
	N	S	O		S	O	D			
Other Room				NA						
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Bedroom #	MOVE IN			Comments	MOVE OUT			Comments		
	N	S	O		S	O	D			
Doors/Knobs/Locks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NEW CARPET NEW PAINT NEW BLINDS NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Flooring/Baseboards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Walls/Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Window Coverings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Windows/Locks/Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Switches/Outlets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Closets/Doors/Tracks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Bedroom #	MOVE IN			Comments	MOVE OUT			Comments		
	N	S	O		S	O	D			
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Bedroom #	MOVE IN			Comments	MOVE OUT			Comments		
	N	S	O		S	O	D			
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Bedroom #	MOVE IN			Comments	MOVE OUT			Comments		
	N	S	O		S	O	D			
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Tenant's Initials (N. Silva) (_____)
 Landlord's Initials (JS) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: 633 E. PARK AVE. #49 EL CASON CA Date: 5-28-14

Bath #	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Doors/Knobs/Locks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tub/Shower	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Some small cracks</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Door/Rail/Curtain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NEW ROD & CURTAIN</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Faucets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>RPW</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exhaust Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel Rack(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet Paper Holder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>one door loose</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Bath #	N	S	O	Comments	S	O	D	Comments
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Bath #	N	S	O	Comments	S	O	D	Comments
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tenant's Initials (N. Shue) (_____) (_____)
 Landlord's Initials (LL) (_____) (_____)

Tenant's Initials (_____) (_____) (_____)
 Landlord's Initials (_____) (_____) (_____)



Property Address: 633. E PARK AVE, EL CAJON CA

Date: 5-28-14

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Kitchen								
Flooring/Baseboards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Range/Fan/Hood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Oven(s)/Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>N/A MICRO OVEN OK</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Faucet(s)/Plumbing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Counters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Hall/Stairs								
Flooring/Baseboards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>NEW CARPET</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>NEW PAINT</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Closets/Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Railings/Banisters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Laundry								
Faucets/Valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Systems								
Furnace/Thermostat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Common (N/A)</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Other _____

Tenant's Initials (N, SLA) (_____)
 Landlord's Initials (SLA) (_____)

Tenant's Initials (_____) (_____)
 Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: 633 E. PARK AVE #9 EL CASON CA

Date: 5-28-14

	MOVE IN			Comments	MOVE OUT				Comments
	N	S	O		S	O	D	D	
Garage/Parking									
Garage Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Door(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Driveway/Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical/Exposed Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Storage/Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	MOVE IN			Comments	MOVE OUT				Comments
	N	S	O		S	O	D	D	
Back/Side/Yard									
Patio/Deck/Balcony	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Patio Cover(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pool/Heater/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Spa/Cover/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	MOVE IN			Comments	MOVE OUT				Comments
	N	S	O		S	O	D	D	
Safety/Security									
Smoke/CO Detector(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Security Window Bars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>NA</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Personal Property

Keys/Remotes/Devices
Keys _____
Remotes/Devices _____

Attached Supplement(s) _____

THIS SECTION TO BE COMPLETED AT MOVE IN: Receipt of a copy of this form is acknowledged by:

Tenant *Mark L. Allen* Date 5/28/14

Tenant _____ Date _____

New Phone Service Established? Yes No New Phone Number _____

Landlord (Owner or Agent) *Mark L. Allen* Date 5/28/14

Landlord **PEERLESS PROPERTIES INC**
(Print Name)

THIS SECTION TO BE COMPLETED AT MOVE OUT: Receipt of a copy of this form is acknowledged by:

Tenant _____ Date _____

Tenant _____ Date _____

Tenant Forwarding Address _____

Landlord (Owner or Agent) _____ Date _____

Landlord **PEERLESS PROPERTIES INC**
(Print Name)

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



MOVE-IN / MOVE-OUT LIST

Resident Name(s) Naimesh Shah	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #9, El Cajon, CA 92020	Move in date May 1, 2017		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				
1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
HALL/STAIRS/ ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				
FRONT PORCH				
Elec. Fixtures				
Light bulbs				
BACK PORCH				
Elec. Fixtures				
Light bulbs				
GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				
MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				
# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))
According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
(1) The compensation of a landlord for a tenant's default in the payment of rent
(2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

Move-In Inspection: Residents please initial

Final Inspection:
Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Landlord's Initials: _____
Resident's Initials: _____



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: JUNE 21, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 9	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 5/1/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
RESIDENT(S):			
NAME (First, Middle Initial, Last): Naimesh Shah		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$995.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input checked="" type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: \$0.00
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$500.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____
<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.			

Kimball, Tiry & St. John California Residential Lease/Rental Agreement

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Landlord's Initials: _____

Resident's Initials: _____



SV27315116-4197

NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 09 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord's Initials: _____

Resident's Initials: _____



Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____.

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$0.00	\$500.00	5/1/2017
Base Rent from <u>5/1/2017</u> through <u>5/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$995.00	\$0.00	\$995.00	5/1/2017
Application Fee	\$30.00	\$30.00	\$0.00	-
TOTAL	\$1,525.00	\$30.00	\$1,495.00	5/1/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Base Rent from <u>6/1/2017</u> through <u>6/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$995.00	-	\$995.00	6/1/2017
TOTAL	\$995.00	-	\$995.00	6/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on June 21, 2017 by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.



Landlord's Initials: _____



Resident's Initials: _____

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the first day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a 30-day month.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a \$25.00 charge for the first dishonored check and \$25.00 for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of

your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described



in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage,

which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTLI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:
(i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or

- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

42. MOLD. Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks

- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

44. MULTIPLE RESIDENTS. If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.

45. NO RELEASE. You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.

46. OCCUPANTS. The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.

47. PARKING/GARAGE/VEHICLES. If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason

allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;



- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this

Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all

resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

Naimesh Shah (Resident) Date

(Owner/Agent) Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

Naimesh Shah (Resident)

Date

(Owner/Agent)

Date

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** "Owner/Agent" and **Naimesh Shah** "Resident" for the premises located at **633 East Park Ave #9, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

Naimesh Shah (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

Naimesh Shah (Resident)

Date

(Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **June 21, 2017** for Apt #9.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

(Owner's Representative) Date

Naimesh Shah (Resident) Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** (Owner/Agent) and **Naimesh Shah**, (Resident) for the premises located at **633 East Park Ave #9, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

Naimesh Shah (Resident)

Date

(Owner/Agent)

Date



Landlord's Initials: _____

Resident's Initials: _____



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #9, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Naimesh Shah Birthdate: _____ SSN #: 000-00-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
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Monthly Rent: Security Deposit: Pet Deposit: Key Deposit: Other Deposit:	\$995.00 \$500.00 _____ _____ _____	Children: _____ Pets: _____ Automobiles: _____ No. of Occupants: 1	
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Emergency Contacts:

Naimesh Shah _____

LEASE INFORMATION

Move-In Date: Lease Expiration Date: Previous Escalation Date: Concessions: HUD?: Print Rent Bill?:	May 1, 2017 Month-to-Month _____ _____ YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>
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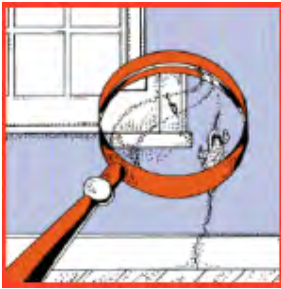
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Naimesh Shah	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Naimesh Shah	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

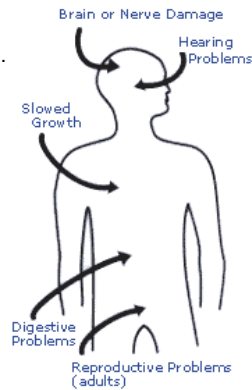
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Karim S. Misho	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #10, El Cajon, CA 92020	Move in date March 24, 2017		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

SV27159319-11577



Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				
<hr/>				
1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				
<hr/>				
FRONT PORCH				
Elec. Fixtures				
Light bulbs				
<hr/>				
BACK PORCH				
Elec. Fixtures				
Light bulbs				
<hr/>				
GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				
<hr/>				
MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				
<hr/>				
# OF KEYS				
Door				
Laundry Room				
Mail box				
<hr/>				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))
According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
(1) The compensation of a landlord for a tenant's default in the payment of rent
(2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.


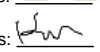
From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:
Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: 
Resident's Initials: 



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: MARCH 22, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as <u>Walker Apartments</u> .			
UNIT NUMBER: 10	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 3/24/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 9/23/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Karim S. Misho		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leathem	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: <input type="checkbox"/> (If checked) PET RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00		SECURITY DEPOSIT: \$500.00	
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to <u>Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235</u> . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.
		<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.	

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 10 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$0.00	\$500.00	3/24/2017
Base Rent from <u>3/24/2017</u> through <u>4/23/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	3/24/2017
Application Fee	\$30.00	\$30.00	\$0.00	-
TOTAL	\$1,625.00	\$30.00	\$1,595.00	3/24/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>4/24/2017</u> through <u>4/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$255.50	-	\$255.50	4/1/2017
TOTAL	\$255.50	-	\$255.50	4/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **March 22, 2017** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of



our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination



Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under

the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage, which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:

- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops



- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

- 43. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.
- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or



Landlord's Initials:

M. L.
565284110

Resident's Initials:



has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes

may be drilled through exterior walls or the roof;

- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed

during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



03/22/17
03:40 PM PDT



Signed by Melissa Leathem
Wed Mar 22 05:54:01 PM PDT 2017
Key: 565BB410; IP Address: 68.8.120.28

Karim S. Misho (Resident)

Date

(Owner/Agent)

Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:



Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

SV27159319-11375

 Karim S. Misho (Resident)	03/22/17 03:45 PM PDT	Date	 Signed by Melissa Leathem Wed Mar 22 05:54:01 PM PDT 2017 Key: 565BB410; IP Address: 68.8.120.28	Date
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BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated March 24, 2017 between Walker Apartments "Owner/Agent" and Karim S. Misho "Resident" for the premises located at 633 East Park Ave #10, El Cajon, CA 92020.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

[Signature] (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:


- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



"SVZ7159319-9995"

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:


Karim S. Misho (Resident) _____ Date 03/22/17
03:46 PM PDT

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%

Carpet:


Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	


 Karim S. Misho (Resident)

03/22/17
 03:49 PM PDT

Date



Signed by Melissa Leathem
 Wed Mar 22 05:54:02 PM PDT 2017
 Key: 565BB410; IP Address: 68.8.120.28

(Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +

GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **March 22, 2017** for Apt #10.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SVZ7159319-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Melissa Leathem
Wed Mar 22 05:54:02 PM PDT 2017
Key: 565BB410; IP Address: 68.8.120.28

03/22/17
03:53 PM PDT

(Owner's Representative)

Date

Karim S. Misho (Resident)

Date

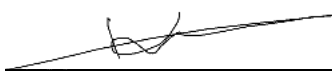
PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **March 24, 2017** between **Walker Apartments** (Owner/Agent) and **Karim S. Misho**, (Resident) for the premises located at **633 East Park Ave #10, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

 _____	<div style="border: 1px solid gray; padding: 2px; display: inline-block;">03/22/17 03:53 PM PDT</div> _____	 Signed by Melissa Leathem Wed Mar 22 05:54:02 PM PDT 2017 Key: 565BB410; IP Address: 68.8.120.28 _____
Karim S. Misho (Resident)	Date	(Owner/Agent) Date

SVZ7159319-1071



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #10, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Karim S. Misho Birthdate: 12/23/1958 SSN #: 373-11-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
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Monthly Rent: Security Deposit: Pet Deposit: Key Deposit: Other Deposit:	\$1,095.00 \$500.00 _____ _____ _____	Children: _____ Pets: _____ Automobiles: _____ No. of Occupants: 1	
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Emergency Contacts:

Karim S. Misho _____

LEASE INFORMATION

Move-In Date: Lease Expiration Date: Previous Escalation Date: Concessions: HUD?: Print Rent Bill?:	March 24, 2017 September 23, 2017 _____ _____ YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>
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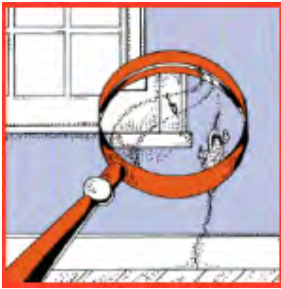
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Karim S. Misho	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Karim S. Misho	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



-  United States Environmental Protection Agency
-  United States Consumer Product Safety Commission
-  United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

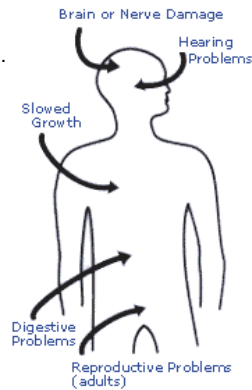
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
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SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: **D. J.** 6C5BB52B

Resident's Initials: **D. I.** 6DF61A87 **N. N.** F27C28AE **M. A.** ACBF01E8



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: **FEBRUARY 3, 2016****VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 11	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 2/5/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 2/4/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): David Ibramia		NAME (First, Middle Initial, Last): Nick Namou	NAME (First, Middle Initial, Last): Mirna Azzo
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Debbie Jones	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 793-4045	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: <input type="checkbox"/> (If checked) PET RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00		SECURITY DEPOSIT: \$700.00	
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 793-4045 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. <i>For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.</i>	<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.	<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tirey & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. _____ Mailbox No. 0 Keys/openers to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$0.00	\$700.00	2/5/2016
Base Rent from <u>2/5/2016</u> through <u>3/4/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	2/5/2016
Application Fee	\$90.00	\$90.00	\$0.00	-
TOTAL	\$1,885.00	\$90.00	\$1,795.00	2/5/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from <u>3/5/2016</u> through <u>3/31/2016</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$949.00	-	\$949.00	3/1/2016
TOTAL	\$949.00	-	\$949.00	3/1/2016

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **February 3, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the first day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a 30-day month.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a \$25.00 charge for the first dishonored check and \$25.00 for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.



If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.



19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination



Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks



or the additional security devices without our consent.

- 35. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.



- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

- 43. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of

the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.
 - Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a



leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.

- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary



compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



Signed by David Ibramia

Wed Feb 3 11:47:01 AM PST 2016
Key: 6DF61A87; IP Address: 184.178.127.41

David Ibramia (Resident)

Date



Signed by Nick Namou

Wed Feb 3 11:47:02 AM PST 2016
Key: F27C28AE; IP Address: 184.178.127.41

Nick Namou (Resident)

Date



Signed by Mirna Azzo

Wed Feb 3 11:47:04 AM PST 2016
Key: ACBF01E8; IP Address: 184.178.127.41

Mirna Azzo (Resident)

Date



Signed by Debbie Jones

Wed Feb 3 11:51:32 AM PST 2016
Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent)

Date



Landlord's Initials:

D. J.
6C5BE52B

Resident's Initials:

D. I.
6DF61A87

N. N.
F27C28AE

M. A.
ACBF01E8



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.



Signed by David Ibramia

Wed Feb 3 11:47:17 AM PST 2016

Key: 6DF61A87; IP Address: 184.178.127.41

David Ibramia (Resident)

Date



Signed by Nick Namou

Wed Feb 3 11:47:19 AM PST 2016

Key: F27C28AE; IP Address: 184.178.127.41

Nick Namou (Resident)

Date



Signed by Mirna Azzo

Wed Feb 3 11:47:20 AM PST 2016

Key: ACBF01E8; IP Address: 184.178.127.41

Mirna Azzo (Resident)

Date



Signed by Debbie Jones

Wed Feb 3 11:51:32 AM PST 2016

Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent)

Date

SV20252904-11375

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **February 5, 2016** between **Walker Apartments** "Owner/Agent" and **David Ibramia, Nick Namou, and Mirna Azzo** "Resident" for the premises located at **633 East Park Ave #11, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

   (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.


If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.


SV20252904-9995

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.


The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

 **Signed by David Ibramia**
 Wed Feb 3 11:47:53 AM PST 2016
 Key: 6DF61A87; IP Address: 184.178.127.41

David Ibramia (Resident) Date

 **Signed by Nick Namou**
 Wed Feb 3 11:47:55 AM PST 2016
 Key: F27C28AE; IP Address: 184.178.127.41

Nick Namou (Resident) Date

 **Signed by Mirna Azzo**
 Wed Feb 3 11:47:56 AM PST 2016
 Key: ACBF01E8; IP Address: 184.178.127.41

Mirna Azzo (Resident) Date

NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:


Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:


1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%


Replacements - Guidelines for Charges:


If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

 **Signed by David Ibramia**
 Wed Feb 3 11:48:37 AM PST 2016
 Key: 6DF61A87; IP Address: 184.178.127.41
 David Ibramia (Resident) Date

 **Signed by Nick Namou**
 Wed Feb 3 11:48:39 AM PST 2016
 Key: F27C28AE; IP Address: 184.178.127.41
 Nick Namou (Resident) Date

 **Signed by Mirna Azzo**
 Wed Feb 3 11:48:40 AM PST 2016
 Key: ACBF01E8; IP Address: 184.178.127.41
 Mirna Azzo (Resident) Date

 **Signed by Debbie Jones**
 Wed Feb 3 11:51:33 AM PST 2016
 Key: 6C5BE52B; IP Address: 184.178.127.41
 (Owner/Agent) Date

Landlord's Initials:  **D.J.** 6C5BE52B
 Resident's Initials:  **D.I.** 6DF61A87  **N.N.** F27C28AE  **M.A.** ACBF01E8



Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials:

D. J.
6C5B852B

Resident's Initials:

D. I.
6DF61A87

N. N.
F27C28AE

M. A.
ACBF01E8



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **February 3, 2016** for Apt #11.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.



Landlord's Initials:

D. J.
6C5B852B

Resident's Initials:

D. I.
6DF61A87

N. N.
F27C28AE

M. A.
ACBF01E8



*SV20252904-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.


Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.


7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous


- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

 **Signed by Debbie Jones**
 Wed Feb 3 11:51:33 AM PST 2016
 Key: 6C5BE52B; IP Address: 184.178.127.41


(Owner's Representative) Date

 **Signed by David Ibramia**
 Wed Feb 3 11:50:08 AM PST 2016
 Key: 6DF61A87; IP Address: 184.178.127.41

David Ibramia (Resident) Date

 **Signed by Nick Namou**
 Wed Feb 3 11:50:12 AM PST 2016
 Key: F27C28AE; IP Address: 184.178.127.41

Nick Namou (Resident) Date

 **Signed by Mirna Azzo**
 Wed Feb 3 11:50:14 AM PST 2016
 Key: ACBF01E8; IP Address: 184.178.127.41

Mirna Azzo (Resident) Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **February 5, 2016** between **Walker Apartments** (Owner/Agent) and **David Ibramia, Nick Namou, and Mirna Azzo**, (Resident) for the premises located at **633 East Park Ave #11, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



Signed by David Ibramia

Wed Feb 3 11:50:25 AM PST 2016
Key: 6DF61A87; IP Address: 184.178.127.41

David Ibramia (Resident)

Date



Signed by Nick Namou

Wed Feb 3 11:50:28 AM PST 2016
Key: F27C28AE; IP Address: 184.178.127.41

Nick Namou (Resident)

Date



Signed by Mirna Azzo

Wed Feb 3 11:50:30 AM PST 2016
Key: ACBF01E8; IP Address: 184.178.127.41

Mirna Azzo (Resident)

Date



Signed by Debbie Jones

Wed Feb 3 11:51:33 AM PST 2016
Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent)

Date

SV20252904-1071



Landlord's Initials:



Resident's Initials:



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #11, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

David Ibramia Birthdate: 9/20/1987 SSN #: 000-00-**** Nick Namou Birthdate: 1/10/1977 SSN #: 606-27-**** Mirna Azzo Birthdate: 3/12/1991 SSN #: 035-95-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
---	---

Monthly Rent:	\$1,095.00		
Security Deposit:	\$700.00	Children:	_____
Pet Deposit:	_____	Pets:	_____
Key Deposit:	_____	Automobiles:	_____
Other Deposit:	_____	No. of Occupants:	3

Emergency Contacts:

David Ibramia _____
 Nick Namou _____
 Mirna Azzo _____

LEASE INFORMATION

Move-In Date:	February 5, 2016
Lease Expiration Date:	February 4, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

EMPLOYER INFORMATION

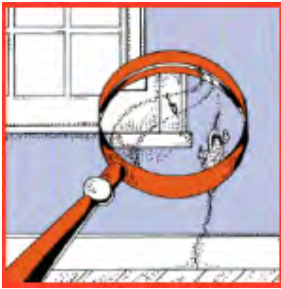
Tenant	Employer	Phone No.	City, State	Start Date
David Ibramia	_____	_____	_____	_____
Nick Namou	_____	_____	_____	_____
Mirna Azzo	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
David Ibramia	_____	_____	_____	_____
Nick Namou	_____	_____	_____	_____
Mirna Azzo	_____	_____	_____	_____

MANAGER'S COMMENTS





Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

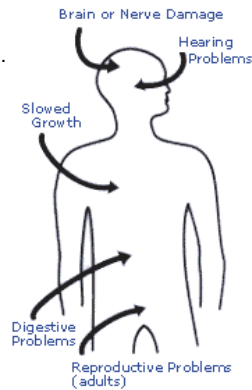
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this 22nd day of November, 2010 between
(Day) (Month) (Year)

Wayne Clarke "Owner/Agent", whose address and phone
(Name of Owner/Agent)

number are 530 Hawthorne Ave., El Cajon CA 92020 619-647-0794,
(Address and Telephone of Owner/Agent)

and Rogelio La Rosa Fernandez and Kenk L. Castillo Garlobo "Resident."
(List all Residents who will sign this Agreement)

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: 633 E. Park Ave., Unit # (if applicable), 12
(Street Address)

El Cajon CA, 92020
(City) (Zip)

on a month-to-month term.

2. **RENT:** Rent is due in advance on the 1st day of each and every month, at \$675.00 per month, beginning on 11/26/2010, payable to Owner/Agent at 633 E. Park Ave., El Cajon CA 92020.
(Date) (Address where payments should be delivered)

Payments made in person may be delivered to Owner/Agent between the hours of 9:00am and 6:00pm on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday Other _____

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit Card (see Owner/Agent for details) and Cash

If rent is paid after the 5th of the month, there will be a late charge of \$25.00 assessed. The parties do not intend that the amount of damage sustained by late payment of rent. It would be impracticable to estimate the amount of damage sustained as a result of late payment of rent. Pursuant to California law, if a Resident will be liable to Owner/Agent for the amount of the check and a late charge of \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check. The Owner/Agent may refuse a personal check as the form of rent payment.

3. # 12 Owner/Agent, as a security deposit, the sum of \$500.00 or than _____.

any month's rent. Owner/Agent may withhold from the security deposit only the amount of Resident defaults including, but not limited to, the following:

the cost of repairs by Resident, exclusive of ordinary wear and tear, and/or termination of the tenancy in order to return the unit to the same level of cleanliness and condition as at the beginning of the tenancy, and/or

the cost of repairs to the premises, exclusive of ordinary wear and tear.

Upon termination of the tenancy, Owner/Agent shall return any remaining portion of the security deposit shall be returned in the

form of a single check made out to all Residents listed above.



4. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or based upon occupancy of Resident, **except:** water, sewer, gas, trash
 Resident shall have the following utilities connected at all times during the tenancy (check as applicable):
 Gas Electric Water Trash Sewer Other: _____

Disconnection of utilities due to non-payment is a material violation of this Agreement.

5. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
6. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate this Agreement by service upon the Resident of a written 30-day notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

<u>Rogelio La Rosa Fernandez</u>	<u>01/05/1971</u>	_____	_____
<i>Name</i>	<i>Birthdate</i>	<i>Name</i>	<i>Birthdate</i>
<u>Kenk L. Castillo Garlobo</u>	<u>08/12/1983</u>	_____	_____
<i>Name</i>	<i>Birthdate</i>	<i>Name</i>	<i>Birthdate</i>

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or _____ aquariums shall be kept or allowed in or about the premises.
9. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
10. **REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.
11. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
12. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident is is not (check one) responsible for the



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upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

13. **WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
15. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
16. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
17. **SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
18. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
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. **ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Addendum (Form 17.1) | <input type="checkbox"/> Pool Rules Addendum (Form 15.0) |
| <input type="checkbox"/> Bedbug Addendum (Form 36.0) | <input type="checkbox"/> Proposition 65 Brochure (Form PROP65BROCHURE) |
| <input type="checkbox"/> CC&Rs Addendum (Form 2.9) | <input type="checkbox"/> Renters Insurance Addendum (Form 12.0-MF) |
| <input type="checkbox"/> Day Care Addendum (Form 28.0) | <input checked="" type="checkbox"/> Resident Policies Addendum (Form 17.0) |
| <input type="checkbox"/> Furniture Inventory (Form 16.1) | <input checked="" type="checkbox"/> Satellite Dish and Antenna Addendum (Form 2.5) |
| <input type="checkbox"/> Grilling Addendum (Form 35.0) | <input type="checkbox"/> Smoke Detector Addendum (Form 27.0) |
| <input type="checkbox"/> Guarantee of Rental/Lease Agreement (Form 41.0) | <input type="checkbox"/> Unlawful Activity Addendum (Form 2.4) |
| <input checked="" type="checkbox"/> Lead-Based Paint Addendum (Form LEAD1) | <input type="checkbox"/> Waterbed Addendum (Form 14.0) |
| <input checked="" type="checkbox"/> Mold Notification Addendum (Form 2.7) | |
| <input checked="" type="checkbox"/> Move In/Move Out Itemized Statement (Form 16.0) | <input checked="" type="checkbox"/> Other <u>Parking Rules & Parking Space Assigned</u> |
| <input checked="" type="checkbox"/> Non-Smoking Areas Addendum (Form 34.0) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pest Control Notice Addendum (Form 2.6) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pet Addendum (Form 13.0) | <input type="checkbox"/> Other _____ |

Resident(s) initials here: RLRF KOG



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- 21. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
- 22. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 23. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
 the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$1500.00, plus court costs.
 or
 each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

11/22/2010 [Signature] 11/22/2010 [Signature]
 Date Resident Rogelio La Rosa Fernandez Date Resident Kenk L. Castillo Garlobo

11/22/2010 [Signature] _____ _____
 Date Resident Date Resident

11/22/2010 [Signature]
 Date Owner/Agent Wayne Clarke



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RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM

Page _____
of Agreement

I. GENERAL

1. This document is an Addendum and is part of the Rental/Lease Agreement, dated 11/22/2010 between
Wayne Clarke (Owner/Agent) and
Rogelio La Rosa & Kenk Castillo (Resident) for the
(List all Residents who will sign this Addendum)
premises located at 633 E. Park Ave., Unit # (if applicable) 12
(Street Address)
El Cajon, CA 92020
(City) (Zip)

2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than 10 days in a month month/year (circle one) period constitutes a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.
4. Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent for any lock-out.
5. Resident is responsible for any violation of these rules by Resident's guest(s).

II. NOISE AND CONDUCT

1. Resident shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Resident shall refrain from activities and conduct outside of the unit (in common areas, parking areas, or recreational facilities) which are likely to annoy or disturb other persons.
4. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of 9:00 p.m. and 8:00 a.m.

III. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



IV. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident shall ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident shall ensure that all appliances are turned off before departing from the premises.
4. When leaving for more than one week, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

V. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner/Agent for these costs on demand.

VI. PARKING

1. Number of parking spaces assigned to Resident's unit one. Only one vehicle may be parked in each space.
2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.)
3. Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

The undersigned Resident(s) acknowledged(s) having read and understood the foregoing.

11/22/2010
Date

[Signature]
Resident Rogelio La Rosa

11/22/2010
Date

[Signature]
Resident Kenk Castillo

11/22/2010
Date

[Signature]
Owner/Agent Wayne Clarke

Date

Resident



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**TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at:

(Street Address) 633 E. Park Ave. , Unit # (if applicable) 12
El Cajon , CA 92020
(City) (Zip)

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Owner's Disclosure or Agent* acting on behalf of Owner (initial)

WAC (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check one below):

Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent's* Acknowledgment (initial)

*The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

WAC (c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment (initial)

KCG (d) Lessee has received copies of all information listed above.

RLRF (e) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

11/22/2010
Date

Rogelio La Rosa
Resident

11/22/2010
Date

Kenk Castillo
Resident

11/22/2010
Date

Wayne Clarke
Resident
Owner/Agent Wayne Clarke

Date

Resident



MOLD NOTIFICATION ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated 11/22/2010 between
(Date)

Wayne Clarke (Owner/Agent) and
(Name of Owner/Agent)

Rogelio La Rosa & Kenk Castillo (Resident) for the
(List all Residents who will sign this Addendum)

premises located at 633 E. Park Ave., Unit # (if applicable) 12
(Street Address)

El Cajon, CA 92020
(City) (Zip)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.



11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

11/22/2010
Date

[Signature]
Resident Rogelio La Rosa

11/22/2010
Date

[Signature]
Resident Kenk Castillo

11/22/2010
Date

[Signature]
Owner/Agent Wayne Clarke

Date _____
Resident _____



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NON-SMOKING AREAS ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated 11/22/2010 between
(Date)

Wayne Clarke (Owner/Agent) and
(Name of Owner/Agent)

Rogelio La Rosa & Kenk Castillo (Resident) for the
(List all Residents who will sign this Addendum)

premises located at 633 E. Park Ave. Unit # (if applicable) 12
(Street Address)

El Cajon, CA 92020
(City) (Zip)

- Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- Non-Smoking Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a non-smoking environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

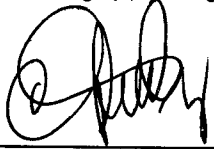
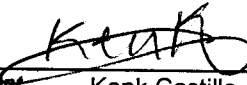
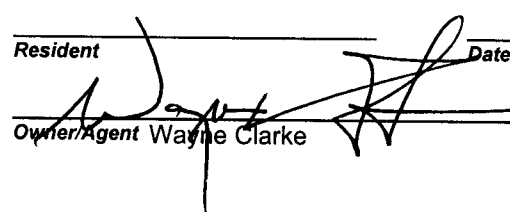
Smoking of tobacco products is prohibited on the entire property except the following areas:

- Promotion of No-Smoking Policy:** Resident shall inform his or her guest of Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.
- Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 2 above. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.



7. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
8. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<u>11/22/2010</u> Date	 Resident Rogelio La Rosa	<u>11/22/2010</u> Date	 Resident Kenk Castillo
<u>11/22/2010</u> Date	 Owner/Agent Wayne Clarke	_____ Date	_____ Resident



SATELLITE DISH AND ANTENNA ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated 11/22/2010 between
(Date)

Wayne Clarke
(Name of Owner/Agent)

(Owner/Agent) and

Rogelio La Rosa & Kenk Castillo
(List all Residents who will sign this Addendum)

(Resident) for the

premises located at 633 E. Park Ave., Unit # (if applicable) 12
(Street Address)

El Cajon, CA 92020
(City) (Zip)

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

- Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- Location:** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
- Safety and Non-Interference:** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle.
- Outside Installation:** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- Signal Transmission from Outside Installation:** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
- Installation and Workmanship:** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment.



California Apartment Association Approved Form
www.caanet.org
Form 2.5 - Revised 1/10 - ©2010 - All Rights Reserved
Page 1 of 2

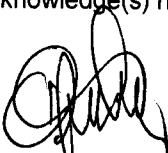
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7. **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.
8. **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.
9. **Liability Insurance and Indemnity:** Resident is fully responsible for any satellite dish or antenna and related equipment. Owner/Agent does does not require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$N/A (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.
10. **Deposit Increase. Owner/Agent does does not require an additional security deposit (in connection with having a satellite dish or antenna):** If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$N/A to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).
11. **When Resident may begin Installation:** Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 9 of this addendum, if applicable; (3) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph 10; and (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

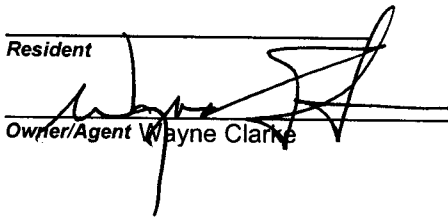
11/22/2010
Date


Resident Rogelio La Rosa

11/22/2010
Date


Resident Kenk Castillo

11/22/2010
Date


Owner/Agent Wayne Clarke

Date

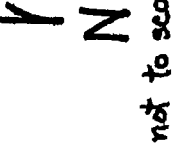
Resident



**Unauthorized Reproduction
of Blank Forms is Illegal.**



Parking Assignments
633 East Park



Date revised: _____

20	TRASH	
19		7
18	Walk Way	
17	WANTS #17 ALREADY	8
16	#12	9
15		10 6
14		11 5
13		12 4

		9
		2
		1

P A R K A V E.

ON PREMISE PARKING

This is to help avoid confusion regarding vehicle parking on the premises.

1. On premise parking spaces are for legal residents' vehicles only.

Legal residents are those who have completed and signed a valid rental agreement for the apartment in which they reside.

2. There will be only one (1) assigned parking space for an apartment.

This space will be assigned by the manager.

3. Residents who do not have a motor vehicle will not be assigned a parking space.

4. Residents who have an assigned space, but no longer have a motor vehicle, may not assign their space to someone else. This parking space will become one of the unassigned spaces.

5. Residents having more than one vehicle may park the second vehicle in the unassigned parking spaces on a first come first served basis. A parking space will not be assigned for second vehicles. See manager for unassigned space numbers.

6. The inside (small) parking area in front is for automobiles only.

No trucks, vans or campers.

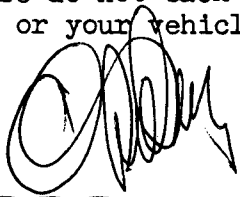
7. VISITORS ARE NOT ALLOWED TO PARK ON THE PREMISES. RESIDENTS MAY NOT PERMIT VISITORS TO USE THEIR PARKING SPACE.

Visitors who park on these premises are in violation of City Code and may find that their vehicle has been removed and impounded by the police.

A visitor is anyone who is not a legal resident of an apartment here. Could be friends, relatives, including parents, children, aunts, uncles, etc..

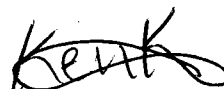
8. Please do not back into parking spaces. Damage to the building, wall or your vehicle may result.

x



11/22/2010

x



11/22/2010

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Rogelio La Rosa Pernandex and Kenk Castillo Garlobo	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #12, El Cajon, CA 92020	Move in date May 1, 2017		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				
<hr/>				
1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				
<hr/>				
HALL/STAIRS/ ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				
<hr/>				
FRONT PORCH				
Elec. Fixtures				
Light bulbs				
<hr/>				
BACK PORCH				
Elec. Fixtures				
Light bulbs				
<hr/>				
GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				
<hr/>				
MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				
<hr/>				
# OF KEYS				
Door				
Laundry Room				
Mail box				
<hr/>				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))
According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
(1) The compensation of a landlord for a tenant's default in the payment of rent
(2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

Move-In Inspection: Residents please initial

Final Inspection:
Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Landlord's Initials: _____
Resident's Initials: _____



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: JUNE 21, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 12	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 5/1/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00 , until terminated as specified elsewhere in this Agreement.
RESIDENT(S):			
NAME (First, Middle Initial, Last): Rogelio La Rosa Pernandex		NAME (First, Middle Initial, Last): Kenk Castillo Garlobo	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$995.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input checked="" type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: \$0.00
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$500.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____
<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.			

Kimball, Tiry & St. John California Residential Lease/Rental Agreement

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Landlord's Initials: _____

Resident's Initials: _____



SV27315669-4197

NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 12 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		



Landlord's Initials: _____

Resident's Initials: _____



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord's Initials: _____

Resident's Initials: _____



Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).



Landlord's Initials: _____

Resident's Initials: _____



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$0.00	\$500.00	5/1/2017
Base Rent from <u>5/1/2017</u> through <u>5/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$995.00	\$0.00	\$995.00	5/1/2017
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,555.00	\$60.00	\$1,495.00	5/1/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Base Rent from <u>6/1/2017</u> through <u>6/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$995.00	-	\$995.00	6/1/2017
TOTAL	\$995.00	-	\$995.00	6/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on June 21, 2017 by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.



Landlord's Initials: _____



Resident's Initials: _____



- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

4. RENT. You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a **30-day month**.

5. PAYMENT DETAIL. Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

6. SECURITY DEPOSIT. The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:

- Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
- Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
- Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
- Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of

your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described

in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage,



Landlord's Initials: _____

Resident's Initials: _____



which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTLI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:

- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or

- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

42. MOLD. Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks



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- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

44. MULTIPLE RESIDENTS. If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.

45. NO RELEASE. You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.

46. OCCUPANTS. The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.

47. PARKING/GARAGE/VEHICLES. If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason



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allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;



- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this

Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all

resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

Rogelio La Rosa Pernandex (Resident) Date

Ken Castillo Garlobo (Resident) Date

(Owner/Agent) Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

Rogelio La Rosa Pernandex (Resident)

Date

Kenk Castillo Garlobo (Resident)

Date

(Owner/Agent)

Date



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** "Owner/Agent" and **Rogelio La Rosa Pernandex and Kenk Castillo Garlobo** "Resident" for the premises located at **633 East Park Ave #12, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

Rogelio La Rosa Pernandex (Resident)

Date

Kenk Castillo Garlobo (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**



WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

Rogelio La Rosa Pernandex (Resident)

Date

Kenk Castillo Garlobo (Resident)

Date

(Owner/Agent)

Date

Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials: _____

Resident's Initials: _____



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **June 21, 2017** for Apt #12.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.



Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.



- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

(Owner's Representative) Date

Rogelio La Rosa Pernandex (Resident) Date

Kenk Castillo Garlobo (Resident) Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** (Owner/Agent) and **Rogelio La Rosa Pernandex and Kenk Castillo Garlobo**, (Resident) for the premises located at **633 East Park Ave #12, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

Rogelio La Rosa Pernandex (Resident) *Date*

Kenk Castillo Garlobo (Resident) *Date*

(Owner/Agent) *Date*



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #12, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Rogelio La Rosa Pernandex Birthdate: _____ SSN #: 000-00-**** Kenk Castillo Garlobo Birthdate: _____ SSN #: 000-00-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
--	--

Monthly Rent:	\$995.00	Children:	_____
Security Deposit:	\$500.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	2
Other Deposit:	_____		

Emergency Contacts:

Rogelio La Rosa Pernandex _____
 Kenk Castillo Garlobo _____

LEASE INFORMATION

Move-In Date:	May 1, 2017
Lease Expiration Date:	Month-to-Month
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Rogelio La Rosa Pernandex	_____	_____	_____	_____
Kenk Castillo Garlobo	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Rogelio La Rosa Pernandex	_____	_____	_____	_____
Kenk Castillo Garlobo	_____	_____	_____	_____

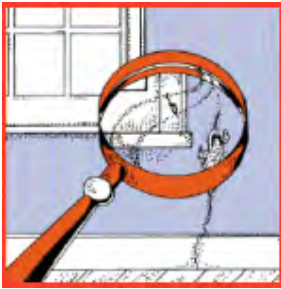
MANAGER'S COMMENTS



Landlord's Initials: _____

Resident's Initials: _____





Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

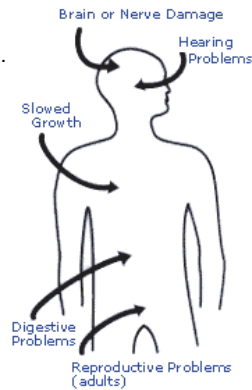
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:
Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

- According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:
- (1) The compensation of a landlord for a tenant's default in the payment of rent
 - (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
 - (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
 - (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.



The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.
A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: 
Resident's Initials: 



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: **NOVEMBER 28, 2016****VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 13	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 11/28/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 5/31/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Thomas Cyr		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last): Sandra Cyr			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input checked="" type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: 14 MONTHLY GARAGE/PARKING RENT AMOUNT: \$0.00	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$700.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. <i>For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.</i>		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.
		<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.	

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 13 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$700.00	\$0.00	\$700.00	11/28/2016
Base Rent from 11/28/2016 through 12/27/2016 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	11/28/2016
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,855.00	\$60.00	\$1,795.00	11/28/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from 12/28/2016 through 12/31/2016 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$109.50	-	\$109.50	12/1/2016
TOTAL	\$109.50	-	\$109.50	12/1/2016

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guaranty	<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living
<input checked="" type="checkbox"/> Lead Paint Booklet	<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information
<input type="checkbox"/> Emergency procedures and information.		

Created on **November 28, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of



our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.



- 19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:
- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
 - Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
 - Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
 - Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.
- 20. CONSTRUCTION.** If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.
- 21. CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.
- 22. CRIME-FREE COMMUNITY.** You and your Related Parties:
- May not engage in criminal activity on or near your Residence or the Property;
 - May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
 - May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
 - "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);
- A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.
- 23. DAMAGE TO RESIDENCE.** If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.
- 24. DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.
- 25. DISABILITIES - REASONABLE ACCOMMODATION.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.
- 26. EARLY TERMINATION OPTION.** If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and



additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**
- If renter's insurance is required** (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.
- 34. KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any

locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will



damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air

quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any

damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

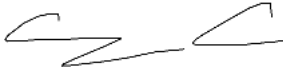
80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



11/28/16
01:02 PM PST

Thomas Cyr (Resident)

Date



Signed by Melissa Leathem
Mon Nov 28 01:40:26 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date



Landlord's Initials: 

Resident's Initials: 



BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

SV25338948-11375



Thomas Cyr (Resident)

11/28/16
01:03 PM PST

Date



Signed by Melissa Leathem
 Mon Nov 28 01:40:26 PM PST 2016
 Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **November 28, 2016** between **Walker Apartments** "Owner/Agent" and **Thomas Cyr** "Resident" for the premises located at **633 East Park Ave #13, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

TC (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:


1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:


Thomas Cyr (Resident) _____ Date 11/28/16
01:04 PM PST

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

GUARANTY

"Landlord": R.A. Snyder Properties, Inc.

and "Resident(s)": Thomas Cyr agree as follows:

- 1) In consideration of the Landlord entering into a certain Rental Agreement on or about **November 28, 2016**, for the lease of the premises known as **633 East Park Ave #13, El Cajon, CA 92020** with Resident, the Guarantor, **Sandra Cyr**, does hereby agree to guarantee unconditionally to Landlord, its successors or assigns, prompt payment by the Resident of the rent, late charges, and all other charges, expenses, and costs of every kind and nature, which are or may be due now or in the future to the Landlord pursuant to the terms of the Rental Agreement in the manner and at the time prescribed therein, and the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations and related obligations arising by reason of the Rental Agreement required to be performed, satisfied, or observed by the Resident ("Guaranty").
- 2) This Guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Rental Agreement or by any permitted assignment or subletting of all or any part of the interest of Resident in the Rental Agreement. This Guaranty shall not be released, extinguished, modified, or in any way affected by failure on the part of the Landlord to enforce any or all of the rights or remedies of the Landlord whether pursuant to the terms of said Rental Agreement or at law or in equity.
- 3) This Guaranty is a continuing one and shall terminate only upon payment by Resident of all the rent and other sums due under said Rental Agreement and upon performance by Resident of all duties and obligations contained in the Rental Agreement. This Guaranty extends to any and all liability which the Resident has or may have to the Landlord by reason of matters occurring before the signing of the Rental Agreement by the parties, or commencement of the terms of the Rental Agreement, or by matters occurring after the expiration of the term of the Rental Agreement, by reason of removal of the Resident's property, surrender of possession, or other matters.
- 4) The undersigned waives notice (a) of any default by Resident (i) in payment by Resident of any of the rent or other sums hereby guaranteed (ii) in the complete and timely performance, satisfaction, and observation of the terms and conditions of the Rental Agreement, rules and regulations, and related obligations arising by reason of the Rental Agreement, required to be performed, satisfied, or observed by the Resident, (b) of acceptance by Landlord of this Guaranty.
- 5) The Guarantor consents that the Landlord may, without notice to Guarantor from time to time, extend the time for performance or otherwise modify, alter, or change the Rental Agreement in any or all of its provisions thereof and may extend the time for payment of the rent and all other sums hereby guaranteed and may compromise, settle, or otherwise release the Resident from full performance hereunder and may receive and accept notes, checks, and other instruments for the payment of money made by the Resident and agree to extensions and renewals thereon without in any way releasing or discharging the Guarantor of its obligations under this Guaranty. Notice of presentment of any such note and/or notice of default in the payment thereof and/or protest or notice of protest thereof is expressly waived by the Guarantor.
- 6) The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional and unlimited. The Landlord cannot be required to pursue any remedies the Landlord may have against the Resident or against any security deposit or other collateral as a condition to the enforcement of this Guaranty. Nor shall the Guarantor be discharged or released by reason of discharge or release of the Resident for any reason, including a discharge in bankruptcy, receivership or other proceeding, a disaffirmation or representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of the liability of the Resident or remedy of the Landlord. The Guarantor assumes all responsibility for being and keeping itself informed of the Resident's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Resident under the rental Agreement. The Guarantor agrees that the Landlord shall have no duty to advise the Guarantor of information known to it regarding such circumstances or risk.
- 7) The Guarantor subordinates any and all claims that the Guarantor has or may have against the Resident by reason of subrogation for payments or performances under this Guaranty or claims for any reason or cause. The Guarantor agrees not to assert any claims by reason of subordination under this Guaranty, until such time as the payment and other obligations of the Resident to the Landlord are fully satisfied and discharged.
- 8) In the event any action should be commenced by the Landlord against the Guarantor to enforce any of the terms or conditions of the Guaranty, the Landlord shall be entitled to recover from the Guarantor hereunder, in any action in which it shall prevail, its reasonable attorney's fees as well as all costs awarded by the court.

SV25335948-1171



Walker Apartments

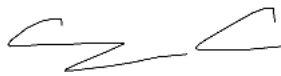
- 9) This Guaranty shall insure to the benefit of the Landlord, its successors and assigns, and shall bind the successors, legal representatives and heirs of the Guarantor.
- 10) Nothing contained herein shall be construed as creating a Landlord / Tenant relationship between the Landlord and the Guarantor. The Guarantor is not granted or entitled to any possessory interests in the premises.
- 11) Venue for any action or proceeding arising out of this Guaranty shall be in **San Diego** County in the State of **California**. This Guaranty shall be governed by and interpreted under the laws of and enforced in the courts of the State of **California**, County of **San Diego**.

NOTICE: Guarantor's obligations hereunder extend to, but are not limited to, all renewals of the original lease term and month-to-month extensions, and includes damages that occur as a result of the Resident wrongfully holding over, committing waste, abandoning personal property, and any other costs and expenses incurred by the Landlord until the tenancy is terminated.

IN WITNESS THEREOF, the undersigned Guarantor has executed this Guaranty on this **28th** day of **November**, in the year **2016**.



11/28/16
01:31 PM PST



11/28/16
01:05 PM PST

Sandra Cyr (*Guarantor*)

Date

Thomas Cyr (*Resident*)

Date



Signed by Melissa Leathem

Mon Nov 28 01:40:26 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(*Resident Manager*)

Date



Landlord's Initials: 

Resident's Initials: 



WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Landlord's Initials:



Resident's Initials:



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	



Thomas Cyr (Resident)

11/28/16
01:06 PM PST

Date



Signed by Melissa Leathem

Mon Nov 28 01:40:26 PM PST 2016

Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +

GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **November 28, 2016** for Apt #13.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

*SV25335948-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Melissa Leathem
 Mon Nov 28 01:40:27 PM PST 2016
 Key: 565BB410; IP Address: 68.7.22.65

11/28/16
 01:09 PM PST

(Owner's Representative)

Date

Thomas Cyr (Resident)

Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **November 28, 2016** between **Walker Apartments** (Owner/Agent) and **Thomas Cyr**, (Resident) for the premises located at **633 East Park Ave #13, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



11/28/16
01:09 PM PST

Thomas Cyr (Resident)

Date



Signed by Melissa Leathem
Mon Nov 28 01:40:27 PM PST 2016
Key: 565BB410; IP Address: 68.7.22.65

(Owner/Agent)

Date

SV25335948-1071



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #13, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Thomas Cyr Birthdate: 11/7/1991 SSN #: 001-84-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
--	---

Monthly Rent:	\$1,095.00	Children: _____	
Security Deposit:	\$700.00	Pets: _____	
Pet Deposit:	_____	Automobiles: _____	
Key Deposit:	_____	No. of Occupants:	1
Other Deposit:	_____		

Emergency Contacts:

Thomas Cyr _____

LEASE INFORMATION

Move-In Date:	November 28, 2016
Lease Expiration Date:	May 31, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

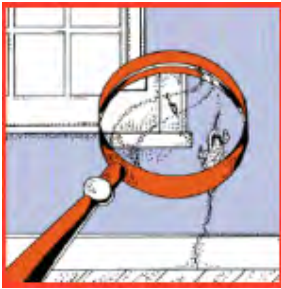
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Thomas Cyr	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Thomas Cyr	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

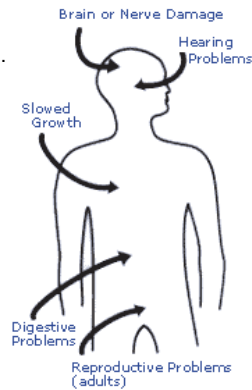
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this 4TH day of MAY, 2006 between
(Day) (Month) (Year)

WAYNE CLARKE "Owner/Agent", whose address and phone
(Name of Owner/Agent)

number are 530 HAWTHORNE AVE. EL CAJON CA 92020 619-647-0794,
(Address and Telephone of Owner/Agent)

and MUSHTAQ S. ISTIFAN "Resident."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: 633 E. PARK AVE., Unit # (if applicable), 14
(Street Address)

EL CAJON CA, 92020
(City) (Zip)

on a month-to-month term.

2. **RENT:** Rent is due in advance on the 1ST day of each and every month, at \$ 675.00 per month, beginning on 6-1-06, payable
(Date)

at 633 E. PARK AVE. EL CAJON. Payments made in person may be delivered to Owner/Agent between the
(Address where payments should be delivered)

hours of 9:00 A.M. and 6:00 P.M. on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit (see Owner/Agent for details) and Cash

If rent is paid after the 5TH of the month, there will be a late charge of \$ 20.00 assessed. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 25.00, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 500.00 prior to taking possession of the unit _____ or no later than _____. Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- defaults in the payment of rent,
- to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.



5. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 30-day notice of termination of tenancy. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.

6. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

<u>MUSHTAQ S. ISTIFAN</u>	<u>9.7.1979</u>	_____	_____
Name	Birthdate	Name	Birthdate
_____	_____	_____	_____
Name	Birthdate	Name	Birthdate

7. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture or

AQUARIUMS shall be kept or allowed in or about the premises.

8. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

9. **REPAIRS AND ALTERATIONS:** Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

10. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

11. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident ~~is~~ is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

12. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except:

WATER & TRASH

13. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.



15. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may cause for immediate termination as provided herein and by law.

16. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

17. **SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

18. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

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. **ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

- | | | |
|--|--|--|
| <u>M-I</u> _____ Resident Policies & Rules ✓ | _____ Smoke Detector Agreement | _____ C C & Rs |
| <u>M-I</u> _____ Move-In/Move-Out Itemization ✓ | _____ Pet Agreement | _____ Drug Free Housing |
| <u>M-I</u> _____ Pest Control Notice ✓ | _____ Asbestos Addendum | _____ Proposition 65 Brochure |
| <u>M-I</u> _____ Satellite Addendum ✓ | <u>M-I</u> _____ Lead Disclosure Addendum ✓ | <u>M-I</u> _____ Other: NO SMOKING ADDENDUM |
| _____ Pool Rules | <u>M-I</u> _____ Mold Addendum ✓ | <u>M-I</u> _____ Other: PARKING RULES & ASSIGNMENT |

21. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

22. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

23. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ 2,500.00, plus court costs.

or

each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

5-4-06
Date

[Signature]
Resident

Date
5-4-06
Date

[Signature]
Owner/Agent



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RESIDENT POLICIES AND RULES "HOUSE RULES"

Page _____ of
Agreement

I. GENERAL

- This document is an addendum and is part of the Rental/Lease Agreement, dated MAY 4, 2006
between WAYNE CLARKE "Owner/Agent,"
and MUSHTAQ S. ISTIFAN "Resident,"
for the premises located at: 633 E. PARK AVE., Unit # (if applicable) 14
EL CAJON (Street Address), CA 92020,
(City) (Zip)
- New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
- Guests who stay more than 10 days in a MONTH (month/year) (circle one) period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.

II. NOISE AND CONDUCT

- Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
- Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
- Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
- Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of 9:00 p.m. and 8:00 a.m.

III. CLEANLINESS AND TRASH

- Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
- Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
- Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
- Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
- Resident shall refrain from leaving articles in the hallways or other common areas.
- Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
- Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



IV. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

V. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

VI. PARKING

1. Number of parking spaces assigned to Resident's unit ONE. Only one vehicle may be parked in each space.
2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)
3. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

5-4-06
Date

[Signature]
Resident

Date

Resident



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SATELLITE DISH AND ANTENNA ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT

Page _____
of Agreement

THIS AGREEMENT made and entered into between WAYNE CLARKE, "Owner/Agent"
and MUSTAQ S. ISTIFAN, "Resident".

Resident is renting from Owner/Agent the premises located at:

633 E. PARK AVE., Unit # (if applicable) 14
(Street Address)
EL CAJON, CA 92020
(City) (Zip)

Under the rules of the Federal Communications Commission (FCC), Resident has a right to install a satellite dish and/or receiving antenna within the leased premises. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Resident is required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions Resident agrees to follow:

- Number and size:** Resident may install only one satellite dish or antenna within the premises that are leased to Resident for Resident's exclusive use. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- Location.** Location of the satellite dish or antenna is limited to (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
- Safety and non-interference.** Resident's installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Owner/Agent's telecommunication systems; and (4) may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block the satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- Signal transmission from exterior dish or antenna to interior of dwelling.** Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under lease), signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
- Workmanship.** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability



insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws.

6. **Maintenance.** Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

7. **Removal and damages.** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish or antenna and related equipment.

8. **Liability insurance and indemnity.** Resident is fully responsible for the satellite dish or antenna and related equipment. Owner/Agent does ~~X~~ **does not require evidence of liability insurance.** If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna or related equipment. The insurance coverage must be no less than \$ _____ (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify and hold Owner/Agent harmless from the above claims by others.

9. **Deposit increase.** Owner/Agent does ~~X~~ **does not require an additional security deposit (in connection with having a satellite dish or antenna).** If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$ 0 to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).

10. **When Resident may begin installation.** Resident may start installation of satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 8 of this addendum; (3) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph 9; and (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

5-4-06
Date

[Signature]
Resident

5-4-06
Date

[Signature]
Owner/Agent



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**TARGET HOUSING RENTAL AGREEMENT/LEASE ADDENDUM
DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____ NONE KNOWN

EW Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ NONE

EW Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

M-F (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

5-4-06

Date

5-4-06

Date

Date

Date

Date

Charles E. Walker

Lessor/Agent

[Signature]

Lessee

Lessee

Lessee

Lessee



MOLD NOTIFICATION ADDENDUM
TO RENTAL AGREEMENT/LEASE AGREEMENT

Page _____
of agreement

THIS AGREEMENT made and entered into between WAYNE CLARKE, "Owner/Agent"
and MUSHTAQ S. ISTIFAN, "Resident".

Resident is renting from Owner/Agent the premises located at:

633 E. PARK AVE., Unit # (if applicable) 14
(Street Address)
EL CAJON, CA 92020
(City) (Zip)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the owner/agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

5-4-06
Date

[Signature]
Resident

5-4-06
Date

[Signature]
Resident
[Signature]
Owner/Agent



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RENTAL/LEASE AGREEMENT
ADDENDUM FOR TOBACCO SMOKE-FREE AREAS

Page ____
of agreement

THIS AGREEMENT made and entered into between WAYNE CLARKE, "Owner/Agent"
and MUSTAQ S. ISTIFAN, "Resident".

Resident is renting from Owner/Agent the premises located at:

633 E. PARK AVE., Unit # (if applicable) 14
(Street Address)
EL CAJON, CA 92020
(City) (Zip)

- Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

Smoking of tobacco products is prohibited on the entire property except the following areas:

- Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.
- Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 3 above. However, Owner/agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Addendum. A Resident may sue another Resident to enforce this Addendum but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
- Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement by the Owner/Agent.



7. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Smoke-Free Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
8. **Effect on Current Tenants:** Resident acknowledges that current Residents of the rental community under a prior Lease/Rental Agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Leases/Rental Agreements, this Addendum will become effective for their unit or new agreement.
9. This Addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

5-4-06

Date



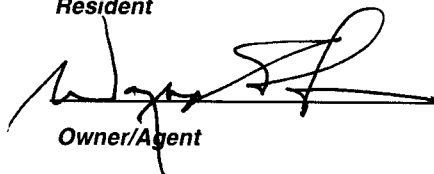
Resident

Date

Resident

5-4-06

Date



Owner/Agent



Parking Assignments

633 East Park



N

not to scale

Date revised: 5-31-06

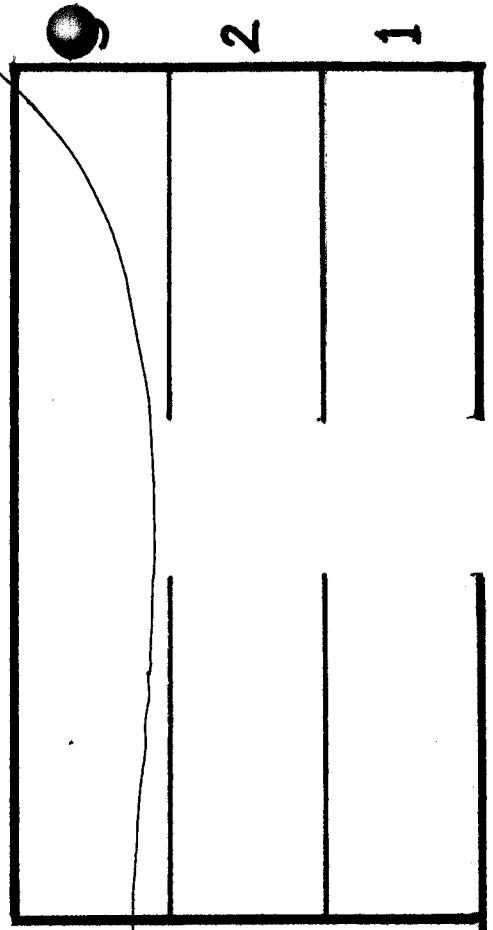
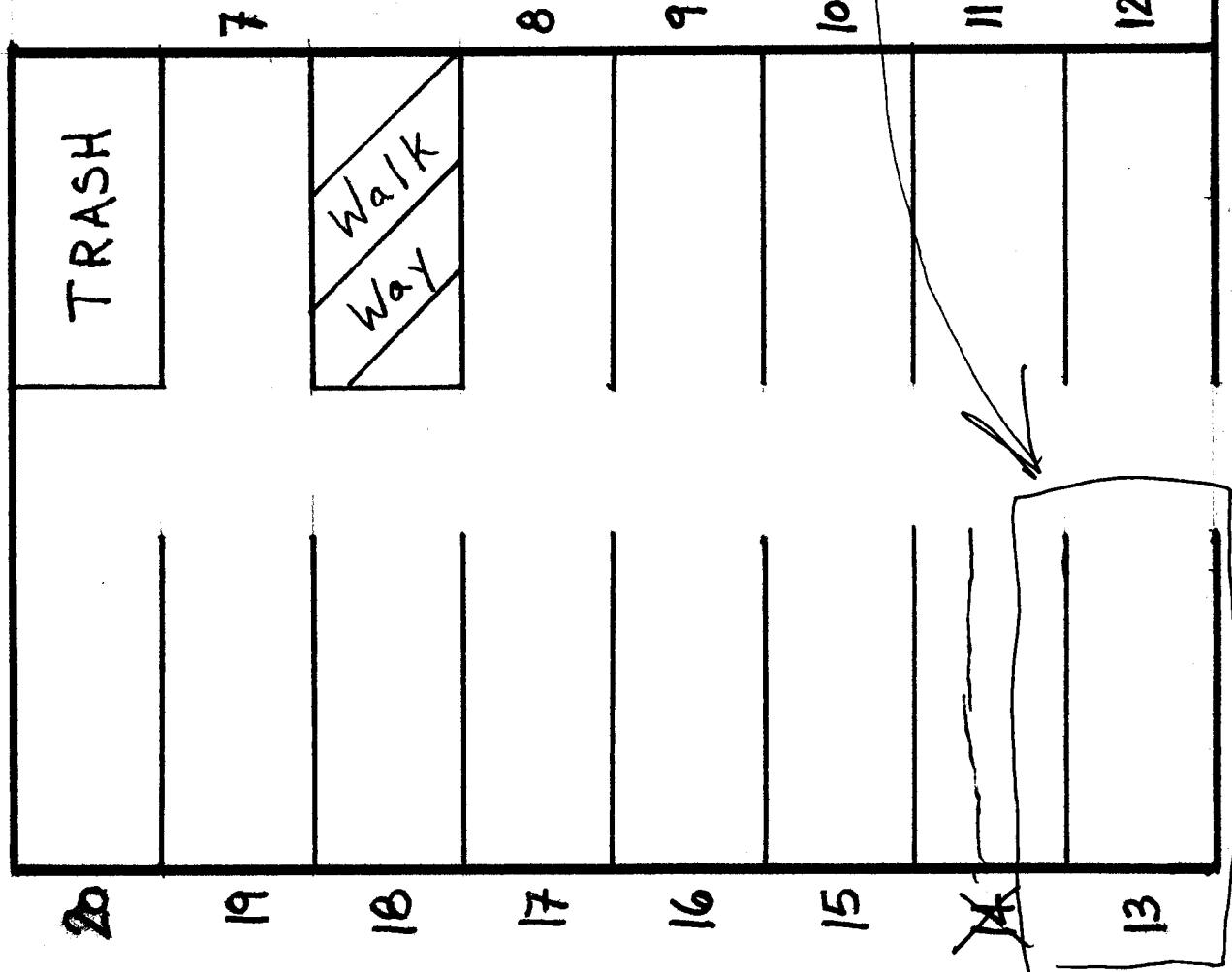
THE ASSIGNED PARKING SPACE FOR

APT # 14 IS SPACE 13



5-31-06

DATE



P A R K A V E.

9/98

ON PREMISE PARKING

This is to help avoid confusion regarding vehicle parking on the premises.

1. On premise parking spaces are for legal residents' vehicles only.

Legal residents are those who have completed and signed a valid rental agreement for the apartment in which they reside.

2. There will be only one (1) assigned parking space for an apartment.

This space will be assigned by the manager.

3. Residents who do not have a motor vehicle will not be assigned a parking space.

4. Residents who have an assigned space, but no longer have a motor vehicle, may not assign their space to someone else. This parking space will become one of the unassigned spaces.

5. Residents having more than one vehicle may park the second vehicle in the unassigned parking spaces on a first come first served basis. A parking space will not be assigned for second vehicles. See manager for unassigned space numbers.

6. The inside (small) parking area in front is for automobiles only.

No trucks, vans or campers.

7. VISITORS ARE NOT ALLOWED TO PARK ON THE PREMISES. RESIDENTS MAY NOT PERMIT VISITORS TO USE THEIR PARKING SPACE.

Visitors who park on these premises are in violation of City Code and may find that their vehicle has been removed and impounded by the police.

A visitor is anyone who is not a legal resident of an apartment here. Could be friends, relatives, including parents, children, aunts, uncles, etc..

8. Please do not back into parking spaces. Damage to the building, wall or your vehicle may result.

X 

05.31.06
DATE

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

Landlord's Initials: _____

Resident's Initials: _____



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: JUNE 21, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 14	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 5/1/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: N/A (month-to-month)			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Mushtaq Istifan		NAME (First, Middle Initial, Last):	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$995.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input checked="" type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: \$0.00
<input type="checkbox"/> (If checked) PET RENT:			
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$500.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.
<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.			

Kimball, Tiry & St. John California Residential Lease/Rental Agreement

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Landlord's Initials: _____

Resident's Initials: _____



SV27316037-4197

NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 1 Key to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 14 Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord's Initials: _____

Resident's Initials: _____



Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$0.00	\$500.00	5/1/2017
Base Rent from <u>5/1/2017</u> through <u>5/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$995.00	\$0.00	\$995.00	5/1/2017
Application Fee	\$30.00	\$30.00	\$0.00	-
TOTAL	\$1,525.00	\$30.00	\$1,495.00	5/1/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Base Rent from <u>6/1/2017</u> through <u>6/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$995.00	-	\$995.00	6/1/2017
TOTAL	\$995.00	-	\$995.00	6/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on June 21, 2017 by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the first day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a 30-day month.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a \$25.00 charge for the first dishonored check and \$25.00 for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of

your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described



in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. **ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. **ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. **FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. **GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. **GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. **HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. **INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage,

which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTLI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:
(i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or

- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

42. MOLD. Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks

- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

44. MULTIPLE RESIDENTS. If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.

45. NO RELEASE. You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.

46. OCCUPANTS. The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.

47. PARKING/GARAGE/VEHICLES. If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason

allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;



- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this

Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all

resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

Mushtaq Istifan (Resident) Date

(Owner/Agent) Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

Mushtaq Istifan (Resident)

Date

(Owner/Agent)

Date



Landlord's Initials: _____

Resident's Initials: _____

BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** "Owner/Agent" and **Mushtaq Istifan** "Resident" for the premises located at **633 East Park Ave #14, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

Mushtaq Istifan (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**

WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

Mushtaq Istifan (Resident)

Date

(Owner/Agent)

Date

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +

GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **June 21, 2017** for Apt #14.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

(Owner's Representative) Date

Mushtaq Istifan (Resident) Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **May 1, 2017** between **Walker Apartments** (Owner/Agent) and **Mushtaq Istifan**, (Resident) for the premises located at **633 East Park Ave #14, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

Mushtaq Istifan (Resident)

Date

(Owner/Agent)

Date



Landlord's Initials: _____

Resident's Initials: _____



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #14, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Mushtaq Istifan Birthdate: _____ SSN #: 000-00-****	Work: _____ Home: _____ Cell: _____ E-mail: _____
---	---

Monthly Rent:	\$995.00	Children:	_____
Security Deposit:	\$500.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	1
Other Deposit:	_____		

Emergency Contacts:

Mushtaq Istifan _____

LEASE INFORMATION

Move-In Date:	May 1, 2017
Lease Expiration Date:	Month-to-Month
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

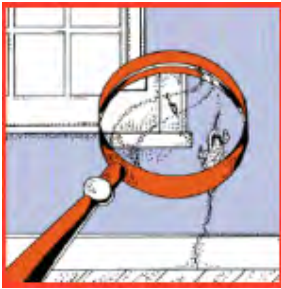
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Mushtaq Istifan	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Mushtaq Istifan	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

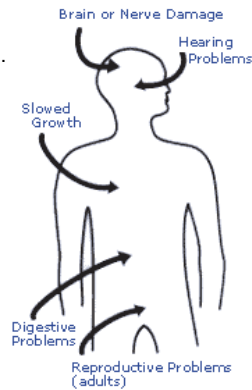
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

MOVE-IN / MOVE-OUT LIST

Resident Name(s) Danielle L. Robinson and James A. Heard	Initial Insp. Date	Initial Insp. By	Final Insp. Date	Final Insp. By
Address/Apt. # 633 East Park Ave #15, El Cajon, CA 92020	Move in date March 11, 2016		Move out date	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **D** - Dirty **R** - Repair **RR** - Remove/Replace
 P - Paint **S** - Scratched

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
KITCHEN				
Ceiling				
Doors				
Walls				
Floors				
Hood/Filter				
Counter top				
Sink/Faucets				
Drains/Disposal				
Cabinet/Doors				
Shelves/Drawers				
Under Sink				
Windows				
Screens				
Curtains/Blinds				
Elec. fixtures				
Light bulbs				

STOVE/OVEN				
Stove-Outside				
Burners				
Drip Pans				
Vent				
Timer/Controls				
Oven Surfaces				
Oven Racks				
Broiler Pan				
Light				

REFRIGERATOR				
Inside (all parts)				
Outside				

DISHWASHER				
Outside/Controls				
Inside (all parts)				

LIVING ROOM				
Walls				
Ceiling				
Doors				
Windows				
Screens				
Drapes/Blinds				
Shades/				
Floor				
Closet				
Elec. Fixtures				
Light bulbs				
Fireplace				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
1st BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

2nd BATH				
Ceiling				
Walls/Tile				
Floors				
Cabinets				
Shelves				
Doors				
Mirror				
Tub/Shower				
Caulking				
Shower Door/Tracks				
Basin				
Drains				
Faucets				
Counter tops				
Exhaust fan				
Bowl/Seat				
Towel racks				
Window				
Screen				
Elec. Fixtures				
Light bulbs				

DINING ROOM				
Walls				
Ceiling				
Drapes/Blinds				
Shades/				
Closet				
Doors				
Floor				

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.



SV20719864-11577

Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

--

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
--	-----------------	-----------------	---------------	-----------

SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within three weeks of the termination of your tenancy.



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: **MARCH 4, 2016****VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 15	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 3/11/2016	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00, until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: 3/10/2017			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Danielle L. Robinson		NAME (First, Middle Initial, Last): James A. Heard	
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Debbie Jones	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 793-4045	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$1,095.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: <input type="checkbox"/> (If checked) PET RENT:
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00		SECURITY DEPOSIT: \$795.00	
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 793-4045 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. <i>For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.</i>		<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure. <input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tiry & St. John California Residential Lease/Rental Agreement

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Landlord's Initials:



Resident's Initials:



NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. _____ Mailbox No. 0 Keys/openers to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____ .		

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

_____ (list name, address, phone number, days of week and hours available).

INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$795.00	\$0.00	\$795.00	3/11/2016
Base Rent from 3/11/2016 through 4/10/2016 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$1,095.00	\$0.00	\$1,095.00	3/11/2016
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,950.00	\$60.00	\$1,890.00	3/11/2016

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Prorated Rent from 4/11/2016 through 4/30/2016 . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$730.00	-	\$730.00	4/1/2016
TOTAL	\$730.00	-	\$730.00	4/1/2016

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on **March 4, 2016** by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement

contains provisions that could alter the Term.

- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- **If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law.** If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for the first dishonored check and **\$25.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of



Landlord's Initials:

D. J.
6C5B852B

Resident's Initials:

D. R.
268C492E

J. H.
1B8E81CE

our demand.

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a



LP gas container of 1 pound or less is used.

15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.



19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and

additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 27. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
- 28. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.
- 29. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 30. GARBAGE.** Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.
- 31. GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 32. HARASSMENT.** Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**
- If renter's insurance is required** (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.
- 34. KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any



locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

- 35. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 36. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.
- 37. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.
- 38. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
- 39. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 40. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
- 41. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
 - (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom



- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

43. MOVE-OUT OBLIGATIONS. At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will



damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
- 48. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):
- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
 - Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
 - Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
 - Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
 - If your pet is a cat, keep a scratching post.
 - Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
 - Comply with all local laws and regulations relating to the pets.
 - Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
 - You must confine your pet if we or our Related Parties need access to the Unit.



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D. R.
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J. H.
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- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

- 49. POOL/SPA.** If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.
- 50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
- 51. POSTING FLIERS.** Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
- 52. REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.
- 53. SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
- The satellite dish must be one meter or less in diameter;
 - The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
 - You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;
 - You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
- 54. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
- 55. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 56. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 57. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air



quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

- 58. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 59. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 60. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
- 61. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.
- 62. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.
- 63. WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.
- 64. WATERBEDS AND AQUARIUMS.** Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

- 65. ASBESTOS.** Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any

damage to or deterioration of the asbestos containing materials.

66. **LEAD WARNING INFORMATION.** If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. **REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. **RESIDENT DEFAULT.** Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. **REMEDIES.** If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. **CUMULATIVE REMEDIES.** All remedies specified in this Agreement for noncompliance are cumulative.

71. **CREDIT.** A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. **DAMAGES FOR FAILURE TO VACATE.** If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. **ATTORNEY FEES.** In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. **AMENDMENT.** This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. **CONSTRUCTION.** The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. **INTEGRATION.** This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. **PARTIAL INVALIDITY.** If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. **TIME IS OF THE ESSENCE.** Time is of the essence as to each obligation to be performed under this Agreement.

80. **VERBAL REPRESENTATIONS.** You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. **WAIVER.** Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.



If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.



Signed by Danielle L. Robinson
Fri Mar 4 02:34:01 PM PST 2016
Key: 268C492E; IP Address: 184.178.127.41

Danielle L. Robinson (Resident)

Date



Signed by James A. Heard
Fri Mar 4 02:34:05 PM PST 2016
Key: 1BEBE1CE; IP Address: 184.178.127.41

James A. Heard (Resident)

Date



Signed by Debbie Jones
Fri Mar 4 02:39:37 PM PST 2016
Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent)

Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.



Signed by Danielle L. Robinson
 Fri Mar 4 02:34:23 PM PST 2016
 Key: 268C492E; IP Address: 184.178.127.41

Danielle L. Robinson (Resident) Date



Signed by James A. Heard
 Fri Mar 4 02:34:25 PM PST 2016
 Key: 1BEBE1CE; IP Address: 184.178.127.41

James A. Heard (Resident) Date



Signed by Debbie Jones
 Fri Mar 4 02:39:37 PM PST 2016
 Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent) Date

SV2071984-1137



Landlord's Initials: D.J.
6C5BE52B
 Resident's Initials: D.R.
268C492E J.H.
1BEBE1CE



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **March 11, 2016** between **Walker Apartments** "Owner/Agent" and **Danielle L. Robinson and James A. Heard** "Resident" for the premises located at **633 East Park Ave #15, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

D. R.
268C492E

J. H.
1BEBE1CE

(Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



Landlord's Initials:

D. J.
6C5B852B

D. R.
268C492E

J. H.
1BEBE1CE



"SV20719854-9995"

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:



Signed by Danielle L. Robinson
 Fri Mar 4 02:35:16 PM PST 2016
 Key: 268C492E; IP Address: 184.178.127.41

Danielle L. Robinson (Resident)

Date



Signed by James A. Heard
 Fri Mar 4 02:35:18 PM PST 2016
 Key: 1BEBE1CE; IP Address: 184.178.127.41

James A. Heard (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**



Landlord's Initials:

D. J.
6C5B852B



Resident's Initials:

D. R.
268C492E

J. H.
1BEBE1CE



WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	



Signed by Danielle L. Robinson
 Fri Mar 4 02:36:07 PM PST 2016
 Key: 268C492E; IP Address: 184.178.127.41

Danielle L. Robinson (Resident) Date



Signed by James A. Heard
 Fri Mar 4 02:36:11 PM PST 2016
 Key: 1BEBE1CE; IP Address: 184.178.127.41

James A. Heard (Resident) Date



Signed by Debbie Jones
 Fri Mar 4 02:39:38 PM PST 2016
 Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent) Date

Landlord's Initials:
 Resident's Initials:



Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials:

D. J.
6C5B852B

Resident's Initials:

D. R.
268C492E

J. H.
1BEEB1CE



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **March 4, 2016** for Apt #15.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.



Landlord's Initials:

D. J.
6C5BB52B

Resident's Initials:

D. R.
268C492E

J. H.
1BEBE1CE



SV20719854-6837

Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.

7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.



Signed by Debbie Jones
 Fri Mar 4 02:39:38 PM PST 2016
 Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner's Representative)

Date



Signed by Danielle L. Robinson
 Fri Mar 4 02:37:35 PM PST 2016
 Key: 268C492E; IP Address: 184.178.127.41

Danielle L. Robinson (Resident)

Date



Signed by James A. Heard
 Fri Mar 4 02:37:38 PM PST 2016
 Key: 1BEBE1CE; IP Address: 184.178.127.41

James A. Heard (Resident)

Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **March 11, 2016** between **Walker Apartments** (Owner/Agent) and **Danielle L. Robinson and James A. Heard**, (Resident) for the premises located at **633 East Park Ave #15, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident (s) acknowledge(s) having read and understood the foregoing and the referenced attachment.



Signed by Danielle L. Robinson
Fri Mar 4 02:37:57 PM PST 2016
Key: 268C492E; IP Address: 184.178.127.41

Danielle L. Robinson (Resident) _____ Date



Signed by James A. Heard
Fri Mar 4 02:37:59 PM PST 2016
Key: 1BEBE1CE; IP Address: 184.178.127.41

James A. Heard (Resident) _____ Date



Signed by Debbie Jones
Fri Mar 4 02:39:38 PM PST 2016
Key: 6C5BE52B; IP Address: 184.178.127.41

(Owner/Agent) _____ Date

SV20719854-1071



Landlord's Initials:
Resident's Initials:



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #15, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Danielle L. Robinson Birthdate: 2/27/1986 SSN #: 547-91-**** James A. Heard Birthdate: 1/23/1967 SSN #: 568-06-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
--	--

Monthly Rent:	\$1,095.00		
Security Deposit:	\$795.00	Children:	_____
Pet Deposit:	_____	Pets:	_____
Key Deposit:	_____	Automobiles:	_____
Other Deposit:	_____	No. of Occupants:	2

Emergency Contacts:

Danielle L. Robinson _____
 James A. Heard _____

LEASE INFORMATION

Move-In Date:	March 11, 2016
Lease Expiration Date:	March 10, 2017
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Danielle L. Robinson	_____	_____	_____	_____
James A. Heard	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Danielle L. Robinson	_____	_____	_____	_____
James A. Heard	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



-  United States Environmental Protection Agency
-  United States Consumer Product Safety Commission
-  United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

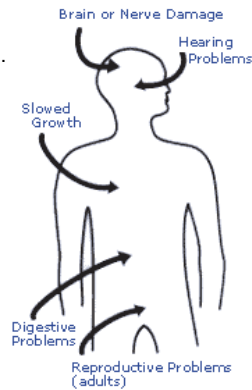
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this 11TH day of JUNE, 2006 between
(Day) (Month) (Year)

WAYNE CLARKE "Owner/Agent", whose address and phone
(Name of Owner/Agent)

number are 530 HAWTHORNE AVE. EL CAJON CA. 92020 619-647-0794
(Address and Telephone of Owner/Agent)

and GEWARGIS ISA TOMA "Resident."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: 633 E. PARK AVE., Unit # (if applicable), 1
(Street Address)

EL CAJON CA, 92020
(City) (Zip)

on a month-to-month term.

2. **RENT:** Rent is due in advance on the 1ST day of each and every month, at \$ 650.00 per month, beginning on 6/11/06, payable
(Date)

at 633 E. PARK AVE. EL CAJON. Payments made in person may be delivered to Owner/Agent between the
(Address where payments should be delivered)

hours of 9:00 A.M. and 6:00 P.M. on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit (see Owner/Agent for details) and Cash

If rent is paid after the 5TH of the month, there will be a late charge of \$ 20.00 assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 25.00, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 500.00 prior to taking possession of the unit _____ or no later than _____. Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- defaults in the payment of rent,
- to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

4. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident,

except: WATER & TRASH



5. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or deposit of security if the tenant has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the tenant has instructed the drawee to stop payment on a check, draft, or order for the payment of money. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
6. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 30-day notice of termination of tenancy. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

<u>GEWARGIS I. TOMA</u>	<u>1-7-50</u>		
Name	Birthdate	Name	Birthdate
_____	_____	_____	_____
Name	Birthdate	Name	Birthdate

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture or

FISH TANKS shall be kept or allowed in or about the premises.

9. **QUIET ENJOYMENT:** Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
10. **REPAIRS AND ALTERATIONS:** Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanics lien recordation or proceeding caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.
11. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
12. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident is is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.
13. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.
14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.



- 15. ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
- 16. SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
- 17. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
- 18. SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
- 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. ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

G-T Resident Policies & Rules
 G-T Move-In/Move-Out Itemization
 Pest Control Notice
 G-T Satellite Addendum
 Pool Rules

Smoke Detector Agreement
 Pet Agreement
 G-T Asbestos Addendum
 G-T Lead Disclosure Addendum
 G-T Mold Addendum

G-T ADDENDUM TO RENTAL AGREEMENT
 C C & Rs
 Drug Free Housing
 G-T Proposition 65 Brochure
 G-T Other: TOBACCO ADDENDUM
 G-T Other: PARKING ADDENDA

- 21. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
- 22. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 23. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
- the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ 2,000.00, plus court costs.
- or
- each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

6-11-06
Date

G-T
Resident

G
Date

Resident

6-11-06
Date

Owner/Agent



RESIDENT POLICIES AND RULES
"HOUSE RULES"

I. GENERAL

1. This document is an addendum and is part of the Rental/Lease Agreement, dated 6-11-06
between WAYNE CLARKE "Owner/Agent,"
and GEWARGIS I. TOMA "Resident,"
for the premises located at: 633 E. PARK AVE., Unit # (if applicable) 1
EL CAJON (Street Address), CA 92020,
(City) (Zip)
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than 10 days in a month month year (circle one) period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.

II. NOISE AND CONDUCT

1. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of 9:00 p.m. and 8:00 a.m.

III. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



IV. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

V. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

VI. PARKING

1. Number of parking spaces assigned to Resident's unit ONE. Only one vehicle may be parked in each space.
2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)
3. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

6-11-06
Date

G-Tano
Resident

Date

Resident



**UNAUTHORIZED REPRODUCTION
OF BLANK FORMS IS ILLEGAL**



MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

Resident Name(s) GEWARGIS I. TOMA	Initial Inspection Date	Initial Inspection By	Final Inspection Date	Final Inspection By
Address/Apt. # 633 E. PARK ST. #1	City EL CAJON	State CA	Zip 92020	Move in Date 11.5.04
Move out Date				

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

KITCHEN	
Ceiling	repainted
Doors	
Walls	repainted
Floors	old but clean
Hood/Filter	none need 10 1/8" x 17 1/8"
Fan/Light	OK
Counter top	OK
Sink/Faucets	OK no leaks
Drains/Disposal	OK
Cabinet/Doors	OLD Shows wea
Shelves/Drawers	OK
Under sink	OK old water stain
Windows	OK
Screens	yes good
Curtains/Blinds	new mini blind
Elec fixtures	good
Light bulbs	yes

STOVE/OVEN	
Stove-Outside	CLN
Burners	CLN
Drip pans	yes
Vent	CLN
Timer/Controls	(5) knobs/controls
Oven surfaces	CLN
Oven racks	(2) CLN
Broiler pan	(2) piece to clean
Light	

REFRIGERATOR	
Inside (all parts)	CLN (2) ice cube trays
Outside	(3) very minor dents on main door
	(1) very minor dent on freezer door

DISHWASHER	
Outside controls	
Inside (all parts)	

LIVING ROOM	
Walls	CLN
Ceiling	CLN
Doors	CLN repainted
Windows	CLN
Screens	good (2)
Drapes/Blinds	CLN
Shades/	
Floor	2" bleach spot west side @ base board
Sheet	
Elec fixtures	
Light bulbs	
Fireplace	

1st BATH	
Ceiling	repainted
Walls/Tile	repainted
Floors	OLD but clean
Cabinets	repainted
Shelves	repainted
Doors	repainted
Mirror	OK
Tub/Shower	refinished like new
Caulking	
Shower Dr/Tracks	
Basin	new
Drains	OK no leaks
Faucets	new
Counter tops	OLD but clean
Exhaust fan	
Bowl/Seat	(clean new seat
Towel racks	(2) new
Window	OK
Screen	OK
Elec fixtures	yes
Light bulbs	yes

2nd BATH	
Ceiling	
Walls/Tile	
Floors	
Cabinets	
Shelves	
Doors	
Mirror	
Tub/Shower	
Caulking	
Shower Dr/Tracks	
Basin	
Drains	
Faucets	
Counter tops	
Exhaust fan	
Bowl/Seat	
Towel racks	
Window	
Screen	
Elec fixtures	
Light bulbs	

DINING ROOM	
Walls	repainted
Ceiling	repainted
Drapes/Blinds	
Shades	
Sheet	
Doors	
Floor	carpet clean
Windows	
Screens	
Elec fixtures	new
Light bulbs	(3) yes

Comments: Completely repainted including ceilings, carpet not new but professionally cleaned and in good condition. Need (3) door stops.



CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
 RPR - Needs repair • T - Needs painting • SCR - Scratched • CEN - Clean • NEW - New

1st BDRM

Walls	repainted		
Ceiling	repainted		
Windows	OK		
Screens	yes	rescreened	
Drapes/Blinds	clean		
Shades/			
Doors	repainted		
Closet	no guide	on closet doors	
Floor			
Elec fixtures			
Light bulbs			

OTHER ROOM

Walls			
Ceiling			
Closet/Cabinets			
Windows			
Curtains/Shades/Blinds			
Screen			
Floor			
Door			
Elec fixtures			
Light bulbs			

2nd BDRM

Walls			
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec fixtures			
Light bulbs			

FRONT PORCH

Elec fixtures			
Light bulbs			

3rd BDRM

Walls			
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec fixtures			
Light bulbs			

BACK PORCH

Elec fixtures			
Light bulbs			

GARAGE/ CARPORT

Elec fixtures			
Light bulbs			
Remote/Opener			

HALL/STAIRS/ ENTRY

Walls	repainted		
Ceiling	new drop ceiling		
Drapes/Blinds			
Shades/			
Closet	repainted		
Door			
Floor	smal melted dime size spot @	door way to LR	
Windows			
Screens			
Elec fixtures	yes		
Light bulbs	yes		

MECHANICAL

Hot water heater	(3) new FAU Registers		
Furnace	Heater not working		
Air conditioner			
Air cond. filter	new		
Smoke detector	yes chk		
Thermostat	yes		

OF KEYS

Door	new locks installed 11-5-04		
Laundry Room	TWO		
Mail Box	ONE		

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)).

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises.

Move-In Inspection:
 G-TOMA 11-8-04

Resident		Date	
Resident		Date	
Resident		Date	
Resident		Date	
Owner/Agent		Date	11/8/04

Initial Inspection:

Owner/Agent		Date	
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Final Inspection:

Owner/Agent		Date	
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**SATELLITE DISH AND ANTENNA ADDENDUM
TO RENTAL AGREEMENT/LEASE AGREEMENT**

Page _____
of Agreement

THIS AGREEMENT made and entered into between WAYNE CLARKE, "Owner/Agent"
and GEWARGIS I. TOMA, "Resident".

Resident is renting from Owner/Agent the premises located at:

633 E. PARK AVE., Unit # (if applicable) 1
(Street Address)
EL CAJON, CA 92020
(City) (Zip)

Under the rules of the Federal Communications Commission (FCC), Resident has a right to install a satellite dish and/or receiving antenna within the leased premises. Owner/Agent is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Resident is required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions Resident agrees to follow:

- 1. Number and size:** Resident may install only one satellite dish or antenna within the premises that are leased to Resident for Resident's exclusive use. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- 2. Location.** Location of the satellite dish or antenna is limited to (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
- 3. Safety and non-interference.** Resident's installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Owner/Agent's telecommunication systems; and (4) may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block the satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- 4. Signal transmission from exterior dish or antenna to interior of dwelling.** Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on a balcony, patio, or yard of which Resident has exclusive use under lease), signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
- 5. Workmanship.** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability



insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws.

6. **Maintenance.** Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

7. **Removal and damages.** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish or antenna and related equipment.

8. **Liability insurance and indemnity.** Resident is fully responsible for the satellite dish or antenna and related equipment. Owner/Agent does does not require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna or related equipment. The insurance coverage must be no less than \$ NA (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify and hold Owner/Agent harmless from the above claims by others.

9. **Deposit increase.** Owner/Agent does does not require an additional security deposit (in connection with having a satellite dish or antenna). If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$ NA to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).

10. **When Resident may begin installation.** Resident may start installation of satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 8 of this addendum; (3) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph 9; and (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

6-11-06
Date

G - Bruce
Resident

6-11-06
Date

[Signature]
Owner/Agent



**TARGET HOUSING RENTAL AGREEMENT/LEASE ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

CW Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

CW Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

XG-T (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

6/11/06
Date

6-11-06
Date

Date

Date

Date

Charles E. Walker
Lessor/Agent

G-Tonia
Lessee

Lessee

Lessee

Lessee



MOLD NOTIFICATION ADDENDUM
TO RENTAL AGREEMENT/LEASE AGREEMENT

THIS AGREEMENT made and entered into between WAYNE CLARKE, "Owner/Agent"
and GEWARGIS I. TOMA, "Resident".

Resident is renting from Owner/Agent the premises located at:

633 E. PARK AVE., Unit # (if applicable) 1
(Street Address)
EL CAJON, CA 92020
(City) (Zip)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the owner/agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

6-11-06
Date

G. Toma
Resident

6-11-06
Date

Wayne Clarke
Resident
Wayne Clarke
Owner/Agent



ADDENDUM TO RENTAL AGREEMENT

This addendum is entered into this 11th day of June, 2006, by and between Wayne Clarke, "Owner/Agent" and Gewargis I. Toma, "Resident".

IN CONSIDERATION OF THEIR MUTUAL PROMISES OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at:
633 E. Park Ave. Apt #1
El Cajon, CA 92020
2. This Addendum shall be and is incorporated into the Rental Agreement dated June 11, 2006, between Owner/Agent and Resident.

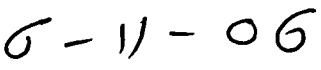
Resident occupied same apartment (#1) pursuant to a Rental Agreement dated November 5, 2004, and gave a 30 Day Notice to Vacate on April 1, 2006, and vacated on April 10, 2006. An estimated Itemized Disposition Of Security Deposit form dated April 28, 2006, was provided to Resident with refund of \$100.00 and estimated charges of \$400.00 withheld (total Security Deposit was \$500.00). The cost of cleaning and/or repairs done to the premises since April 10, 2006, totals \$40.00, which was for cleaning the carpet on June 9, 2006. Resident accepts apartment in its current condition, which is the way Resident left it on April 10, 2006, except for the carpet having been cleaned.

Further, Resident and Owner/Agent agree to incorporate into the Rental Agreement dated June 11, 2006, the Move-In/Move-Out Itemized Statement dated November 5, 2004. Owner/Agent shall credit Resident \$400.00 which will be applied toward Resident's Security Deposit. Resident shall deposit with Owner/Agent \$100.00 to be applied toward Security Deposit so that Resident's total Security Deposit held by Owner/Agent as of June 11, 2006 will be \$500.00 (see paragraph 3. of Rental Agreement). In addition, Resident shall pay Owner/Agent \$40.00 to pay for the cost of carpet cleaning done on June 9, 2006.

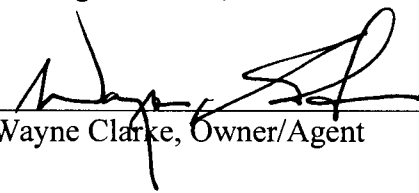
Finally, this Addendum shall serve as a final accounting pursuant to Civil Code Section 1950.5 of Resident's Security Deposit received and held by Owner/Agent pursuant to the Rental Agreement dated November 5, 2004.



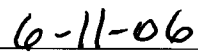
Gewargis I. Toma, Resident



Date



Wayne Clarke, Owner/Agent



Date

**RENTAL/LEASE AGREEMENT
ADDENDUM FOR TOBACCO SMOKE-FREE AREAS**

Page _____
of agreement

THIS AGREEMENT made and entered into between WAYNE CLARKE, "Owner/Agent"
and GEWARGIS I. TOMA, "Resident".

Resident is renting from Owner/Agent the premises located at:

633 E. PARK AVE., Unit # (if applicable) 1
(Street Address)
EL CAJON, CA 92020
(City) (Zip)

1. **Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.
2. **Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

Smoking of tobacco products is prohibited on the entire property except the following areas:

3. **Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.
4. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 3 above. However, Owner/agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
5. **Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Addendum. A Resident may sue another Resident to enforce this Addendum but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.
6. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement by the Owner/Agent.



7. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Smoke-Free Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
8. **Effect on Current Tenants:** Resident acknowledges that current Residents of the rental community under a prior Lease/Rental Agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Leases/Rental Agreements, this Addendum will become effective for their unit or new agreement.
9. This Addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

6-11-06

Date

G. Truc

Resident

Date

Resident

6-11-06

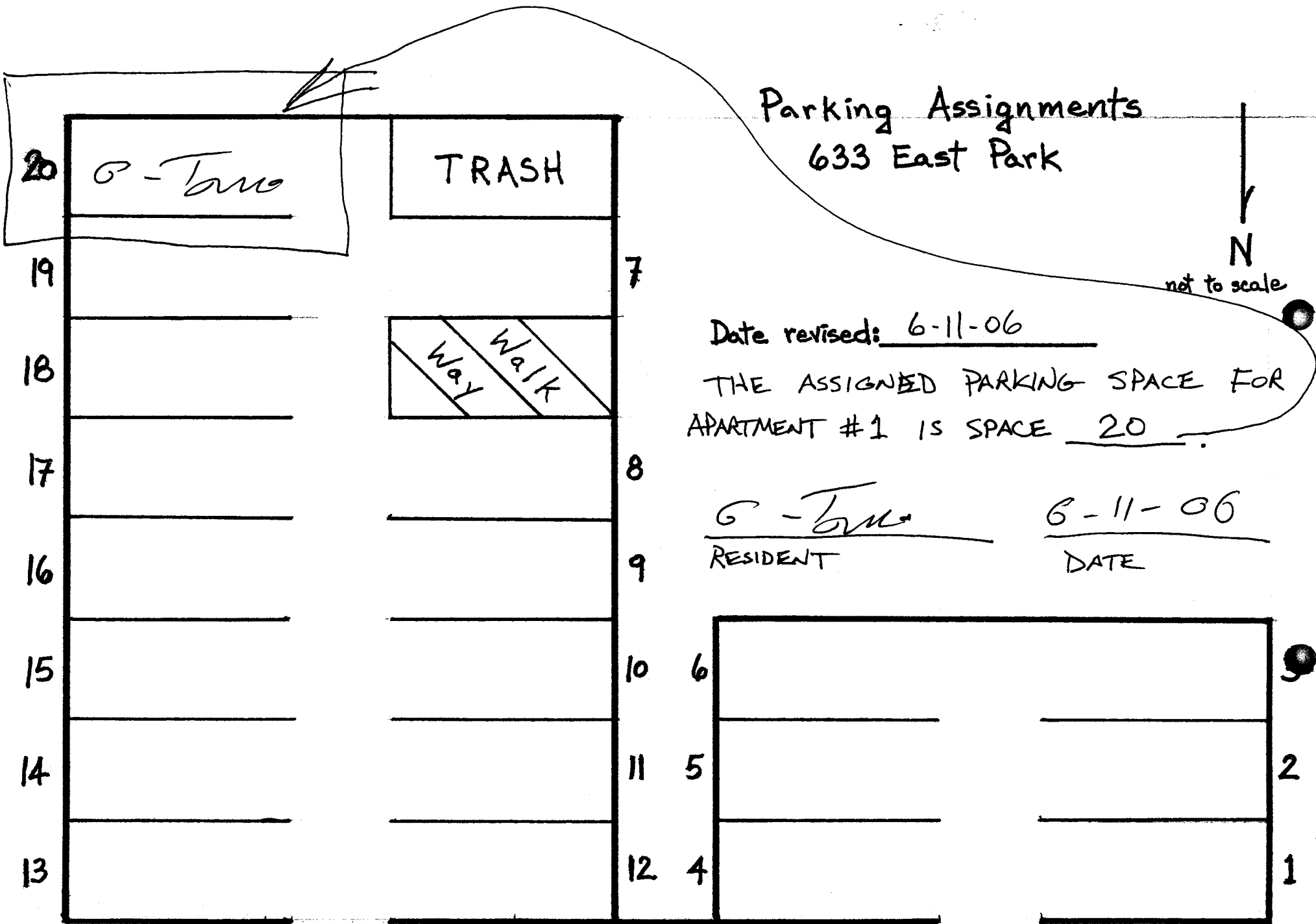
Date

Wayne J. H.

Owner/Agent



Parking Assignments 633 East Park



P A R K A V E .

Date revised: 6-11-06
THE ASSIGNED PARKING SPACE FOR
APARTMENT #1 IS SPACE 20

G-Two 6-11-06
RESIDENT DATE

ON PREMISE PARKING

This is to help avoid confusion regarding vehicle parking on the premises.

1. On premise parking spaces are for legal residents' vehicles only.

Legal residents are those who have completed and signed a valid rental agreement for the apartment in which they reside.

2. There will be only one (1) assigned parking space for an apartment.

This space will be assigned by the manager.

3. Residents who do not have a motor vehicle will not be assigned a parking space.

4. Residents who have an assigned space, but no longer have a motor vehicle, may not assign their space to someone else. This parking space will become one of the unassigned spaces.

5. Residents having more than one vehicle may park the second vehicle in the unassigned parking spaces on a first come first served basis. A parking space will not be assigned for second vehicles. See manager for unassigned space numbers.

6. The inside (small) parking area in front is for automobiles only.

No trucks, vans or campers.

7. VISITORS ARE NOT ALLOWED TO PARK ON THE PREMISES. RESIDENTS MAY NOT PERMIT VISITORS TO USE THEIR PARKING SPACE.

Visitors who park on these premises are in violation of City Code and may find that their vehicle has been removed and impounded by the police.

A visitor is anyone who is not a legal resident of an apartment here. Could be friends, relatives, including parents, children, aunts, uncles, etc..

8. Please do not back into parking spaces. Damage to the building, wall or your vehicle may result.

G. Jones
RESIDENT

6-11-06
DATE

NOTICE TO ENTER DWELLING UNIT/PREMISES

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

GEWARGIS I. TOMA, and all persons in the premises located at: 633 E. PARK AVE., Unit # (if applicable) 1
(Street Address)
EL CAJON, CA 92020

Owner/Agent or Owner's/Agent's employee(s) will enter said premises on or about FRIDAY, MAY 14, 2010
(Date/Time)
during normal business hours for the reason checked below: BETWEEN 8:00AM & 3:00 PM

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers*
- 6. To exhibit the rental unit to prospective or actual mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To install, repair, test, and/or maintain the smoke detector
- 12. When the Resident has abandoned or surrendered the premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident**

5-11-2010
Date

Wayne Clarke
Owner/Agent
WAYNE CLARKE

* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the Owner/Agent has notified the Resident in writing within 120 days of the oral notice that the property is for sale and that the Owner/Agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the Owner/Agent is required to leave written evidence of the entry inside the unit.

**48 hours is presumed reasonable notice in the absence of evidence to the contrary.

Proof of Service

To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 11TH day of MAY (month), 2010 (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

- BY DELIVERING** the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING** a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING** a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 11TH day of MAY (month), 2010 (year), in EL CAJON (city), CA (state).

Brent Hogan
Name of Declarant (Print) **BRENT HOGAN**

[Signature]
(Signature of Declarant)



Unauthorized Reproduction
of Blank Forms is Illegal.



NOTICE TO ENTER DWELLING UNIT/PREMISES

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

GEWARGIS I. TOMA, and all persons in the premises located at: 633 E. PARK AVE., Unit # (if applicable) 1
(Street Address)
EL CAJON, CA 92020

Owner/Agent or Owner's/Agent's employee(s) will enter said premises on or about 9.24.09 8:00AM - NOON
(Date/Time)
during normal business hours for the reason checked below:

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To install, repair, test, and/or maintain the smoke detector
- 12. When the Resident has abandoned or surrendered the premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident**

9.21.09
Date

Wayne Clarke
Owner/Agent
WAYNE CLARKE

* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the Owner/Agent has notified the Resident in writing within 120 days of the oral notice that the property is for sale and that the Owner/Agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the Owner/Agent is required to leave written evidence of the entry inside the unit.

**48 hours is presumed reasonable notice in the absence of evidence to the contrary.

Proof of Service

To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 22ND day of SEPT (month), 2009 (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

- BY DELIVERING** the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING** a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING** a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 22ND day of SEPT. (month), 2009 (year), in EL CAJON (city), CA (state).

WAYNE CLARKE
Name of Declarant (Print)

Wayne Clarke
Signature of Declarant



Walker Apartments

CODES:

D - Dirty
P - Paint

R - Repair
S - Scratched

RR - Remove/Replace

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
DINING ROOM				
Windows				
Screens				
Elec Fixtures				
Light Bulbs				

1st BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

2nd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

3rd BEDROOM				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

HALL/STAIRS/ ENTRY				
Walls				
Ceiling				
Windows				
Screens				
Drapes/Blinds				
Shades/_____				
Doors				
Closet				
Floor				
Elec. Fixtures				
Light Bulbs				

	MOVE-IN INSPECT	INITIAL INSPECT	FINAL INSPECT	EST. COST
--	--------------------	--------------------	------------------	-----------

SERVICE PORCH				
Walls				
Ceiling				
Closet/Cabinets				
Windows				
Curtains				
Shades				
Blinds				
Screen				
Floor				
Door				
Elec. Fixtures				
Light bulbs				

FRONT PORCH				
Elec. Fixtures				
Light bulbs				

BACK PORCH				
Elec. Fixtures				
Light bulbs				

GARAGE/ CARPORT				
Elec. Fixtures				
Light bulbs				

MECHANICAL				
Hot water heater				
Furnace				
Air conditioner				
Air cond. Filter				
Smoke detector				
Thermostat				

# OF KEYS				
Door				
Laundry Room				
Mail box				

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within three weeks of the termination of your tenancy.

Move-In Inspection: Residents please initial

Final Inspection:

Total estimated costs of repairs, cleaning, and replacement used to be the basis of deductions from the security deposit.

--

Owner/Agent intends to use the security deposit to cover any defaults in rent, late charges, unpaid utilities, and other obligations at the termination of the tenancy as allowed by law.



Landlord's Initials: _____

Resident's Initials: _____



RESIDENTIAL LEASE/RENTAL AGREEMENTDATED: JUNE 21, 2017**VARIABLE LEASE TERMS:**

RESIDENCE DESCRIPTION: Part of a multi-family residential complex known as Walker Apartments .			
UNIT NUMBER: 16	UNIT TYPE: 1 Bed / 1 Bath, 800 sq. ft.	UNIT ADDRESS: 633 East Park Ave	
COUNTY: San Diego	CITY: El Cajon	STATE: CA	ZIP: 92020
TERM:			
COMMENCEMENT DATE: 6/1/2017	EARLY POSSESSION DATE:	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____.	<input type="checkbox"/> (If checked) After the Termination Date, this agreement will continue on a month-to-month basis at the Monthly Base Rent amount specified below, plus a month-to-month rent of \$0.00 , until terminated as specified elsewhere in this Agreement.
TERMINATION DATE: N/A (month-to-month)			
RESIDENT(S):			
NAME (First, Middle Initial, Last): Gegargis George Toma		NAME (First, Middle Initial, Last): Isa Toma	NAME (First, Middle Initial, Last):
LIST OF ALL OCCUPANTS (Do not list any Residents from above):			
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
NAME (First, Middle Initial, Last):	DATE OF BIRTH:	NAME (First, Middle Initial, Last):	DATE OF BIRTH:
GUARANTOR(S) NAME (First, Middle Initial, Last):			
LANDLORD NAME: Walker Apartments			
PROPERTY MANAGER: R.A. Snyder Properties, Inc.			
NAME: Melissa Leatham	ADDRESS: 633 East Park Ave, El Cajon, CA 92020	TELEPHONE NUMBER: (619) 987-8235	
MONTHLY RENT:			
MONTHLY BASE RENT AMOUNT: \$995.00	<input type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input checked="" type="checkbox"/> (If checked) MONTH-TO-MONTH RENT: \$0.00
<input type="checkbox"/> (If checked) PET RENT:			
<input type="checkbox"/> (If checked) RENT CONCESSIONS: Resident is granted a \$0.00 per month reduction in the monthly Base Rent for the period from _____ to _____. The monthly Base Rent identified above is the amount due before application of the rent concession.			
LATE CHARGE (Applied if payments have not been received within 5 days of their due date): \$50.00			SECURITY DEPOSIT: \$500.00
PAYMENT INSTRUCTIONS:			
<input checked="" type="checkbox"/> (If checked) All amounts due to Landlord are payable to Walker Apartments, 2399 Camino del Rio South, San Diego, CA 92108, (619) 987-8235 . Payment must be made by: <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Cashiers Check <input checked="" type="checkbox"/> Personal Check No personal checks will be accepted after the grace period or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment. The normal hours available to make payments in person are By Appointment , for all non-holidays. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the address above.	<input type="checkbox"/> (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____, Account No. _____.	<input type="checkbox"/> (If checked) All amounts due to Landlord must be made by electronic transfer procedure.	<input type="checkbox"/> (If checked) (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tiley & St. John California Residential Lease/Rental Agreement

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Landlord's Initials: _____

Resident's Initials: _____



SV27316265-4197

NO PETS HAVE BEEN AUTHORIZED		
<input checked="" type="checkbox"/> (If checked) ATTORNEY'S FEE CAP: \$1,000.00	<input checked="" type="checkbox"/> (If checked) LANDSCAPE WATERING by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> (If checked) LANDSCAPE MAINTENANCE by: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident
ACCESS CONTROL DEVICES: 2 Keys to the Residence. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. 1 Opener for garage door/gate. <input type="checkbox"/> Codes have <input checked="" type="checkbox"/> Have not been re-set. 1 Key to the mail facilities. <input checked="" type="checkbox"/> Have <input type="checkbox"/> Have not been re-keyed. _____ Mailbox No. 1 Key/opener to common area(s).		<input type="checkbox"/> (If checked) HOA: The Residence is a unit in development governed by a homeowner's association. Name of HOA: _____ <input type="checkbox"/> (If checked) Copies of HOA rules and regulations are available for Resident's review at _____. <input type="checkbox"/> (If checked) Copies of HOA rules and regulations have been provided to Resident.
AUTOMOBILES <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be washed on the Property. BAR-B-QUE GRILLS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be allowed. OIL CHANGING AND AUTOMOBILE REPAIRS <input type="checkbox"/> may <input checked="" type="checkbox"/> may not be made on the Property.	<input checked="" type="checkbox"/> (If checked) You are required to obtain and maintain RENTER'S INSURANCE with minimum liability of at least \$100,000.00 per occurrence. If you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage will include the renter's insurance required under the terms of the Agreement at the residents expense. Refer to Section 33.	DESIGNATED SMOKE-FREE AREAS: <input checked="" type="checkbox"/> All Common Areas
<input checked="" type="checkbox"/> (If checked) LEAD DISCLOSURES APPLY: If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet <i>Protect Your Family From Lead In Your Home</i> has been provided to Resident. Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____ Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
<input checked="" type="checkbox"/> (If checked) ASBESTOS DISCLOSURES APPLY: If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply. Landlord knowledge of asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement. <input type="checkbox"/> (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: Drywall mud, ceiling, floor tiles. Reports or records pertaining to asbestos hazards in the Residence or Property: <input checked="" type="checkbox"/> (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property. <input type="checkbox"/> (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____ Copies of the reports or records identified are available for Resident's review at: 2399 Camino del Rio South, San Diego, CA 92108.		
PROPOSITION 65 Warning: The State of California requires that we warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soot, tars, and mineral oils.		
<input type="checkbox"/> (If checked) NO PEST CONTROL CONTRACT. We have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. <input checked="" type="checkbox"/> (If checked) PROPERTY IS COVERED BY A PEST CONTROL CONTRACT. We have contracted with a registered structural pest control company to provide pest control services to the Property on a periodic basis, and you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.		
<input type="checkbox"/> (If checked) ONGOING CONSTRUCTION. If indicated, there is ongoing construction in the Property consisting of: . <input type="checkbox"/> (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____ The estimated date of completion is _____. Construction will normally be limited to the following _____		



Landlord's Initials: _____

Resident's Initials: _____



UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Sub-metering <input type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All water related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, water related charges contained on tax bills, and all charges contained on utility bills received from the local water providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Sub-metering <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, sewer related charges contained on tax bills, and all charges contained on utility bills received from the local sewer providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula (All trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include, but not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.) <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Dividing the bill equally among all units in the Community <input type="checkbox"/> Flat fee of \$0.00 per month <input type="checkbox"/> None - Landlord expense	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> For purposes of these calculations, Resident will pay a prorata share of the utilities consumed in common areas. <input type="checkbox"/> For purposes of these calculations, common area charges are estimated and deducted before calculating Resident's bill. Common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are estimated to be _____% of the total billings to the Property. This percentage was determined by historical information.
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$0.00 per month as specified in the attached schedule of fees, subject to change within 30 days notice. <input type="checkbox"/> Formula <input type="checkbox"/> None - Landlord expense	



Landlord's Initials: _____

Resident's Initials: _____



Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

(If checked) **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

Formula Billing Used. If formula billing is used, the formula used is indicated above. Details about formulas are below. Resident's percentage is calculated based on:

Square footage: For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all units within the Community. Resident's share is _____ .

For any **Authorized Occupant formula, Residents share is calculated by comparing** the number of authorized occupants residing in Residents unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Residents unit are identified in the Apartment Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

For amounts calculated by **dividing the bill equally among all occupied units in the Community**, Residents share is _____ if the Property is 100% occupied.

(If checked) **Common Area Utilities Charged to Residents.** For purposes of these calculations, Resident will be billed and will pay a pro-rata share of the utilities consumed in common areas.

(If checked) **Common Area Utilities Not Charged to Residents.** For the purposes of these calculations, common area utilities are subtracted before calculating Resident's pro rata share. *For purposes of these calculations, common area utility charges (for lobbies, recreation facilities, parking lots/garages, etc.) are deemed to be _____ of the total billings to the Property. This percentage was determined _____ [describe how reasonably calculated, whether based on an audit, square footage, historical information, industry norms, etc. and maintain backup material.]* Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident, but that the methods used to determine Resident's share described above are reasonably accurate estimates.

(if checked) **Utility Billing Service:** Landlord currently uses the services of _____ to bill for **Gas, Electricity, Trash, Water, and Sewer** Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified.

(if checked) **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billing as well as to any other payments due from Resident to Landlord, except as modified below.

Utility Billing Statements: Resident will receive monthly billing statements. Residents will generally receive bills approximately the 3rd day of the month (i.e. utilities consumed in January will be billed on approximately February 3). Billing statements are due with Rent. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the rental Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing utilities to you. Utility billings will be prorated as necessary.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to

(list name, address, phone number, days of week and hours available).



Landlord's Initials: _____

Resident's Initials: _____



INITIAL AMOUNTS DUE. The following initial amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$500.00	\$0.00	\$500.00	6/1/2017
Base Rent from <u>6/1/2017</u> through <u>6/30/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount.	\$995.00	\$0.00	\$995.00	6/1/2017
Application Fee	\$60.00	\$60.00	\$0.00	-
TOTAL	\$1,555.00	\$60.00	\$1,495.00	6/1/2017

2ND MONTH AMOUNTS DUE. The following amounts are due under this Agreement as specified:				
CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Base Rent from <u>7/1/2017</u> through <u>7/31/2017</u> . If any concessions have been granted to Resident for any portion of this time period, the amount above is the Prorated Base Rent due after application of the concession amount.	\$995.00	-	\$995.00	7/1/2017
TOTAL	\$995.00	-	\$995.00	7/1/2017

(If checked) **Condominium Conversion.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Move-In Checklist	<input checked="" type="checkbox"/> Bathtub and Counter Top Refinishing Care and Maintenance	<input checked="" type="checkbox"/> Bedbug Addendum
<input checked="" type="checkbox"/> Guidelines for Cleaning Painting Carpet and Repairs	<input checked="" type="checkbox"/> Guidelines for Community Living	<input checked="" type="checkbox"/> Lead Paint Booklet
<input checked="" type="checkbox"/> Pest Control Notice Addendum	<input checked="" type="checkbox"/> Occupant Information	
<input type="checkbox"/> Emergency procedures and information.		

Created on June 21, 2017 by Leasing Agent:

B. DEFINITIONS:

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

AGREEMENT: This Residential Lease/Rental Agreement.

LANDLORD'S RELATED PARTIES: The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

RESIDENT'S RELATED PARTIES: Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

PROPERTY: If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

C. PRIMARY AGREEMENT TERMS:

- PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
- AGREEMENT.** You rent the Residence from us.
- TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.



Landlord's Initials: _____

Resident's Initials: _____



- If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to extend the term).
- If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date at the Monthly Base Rent amount specified in the Variable Lease Term section, plus a month-to-month rent of N/A, until either party terminates the Agreement by giving the other party at lease thirty (30) days written notice, or as otherwise specified by law. If you have been in possession of the Residence for one year or longer and the tenancy is month-to-month, we will serve a sixty day notice of termination, if required by law.

D. PAYMENTS:

- 4. RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the first day of each calendar month, without demand, set-off or deduction. The daily value of the Residence will qbe calculated based on a 30-day month.
- 5. PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a \$25.00 charge for the first dishonored check and \$25.00 for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

- 6. SECURITY DEPOSIT.** The security deposit will be held in Landlord's accounts; Property Manager will not hold the security deposit. We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the Security Deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.



Landlord's Initials: _____

Resident's Initials: _____



If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

7. LATE CHARGES AND DEFAULT INTEREST. You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.

8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE. If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:

- We have no obligation to give you possession of the Residence; and
- We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

9. APPLIANCES. Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, moist towelettes or wipes (even if advertised as flushable), cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Residence is equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any air conditioning unit (including portable air conditioning units), washer, dryer, refrigerator with water dispenser or icemaker, or other appliance. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT. Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.

11. ASSIGNMENT BY LANDLORD. During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

12. AUTOMOBILE WASH AND REPAIR. If permitted on the Property, automobile washing and oil changing may be done only in designated areas.

13. BALCONIES, PATIOS AND WINDOWS. Please do not shake or hang rugs, towels and clothing from windows or balconies. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.

14. BARBEQUE GRILLS. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws. California law prohibits charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.



Landlord's Initials: _____

Resident's Initials: _____



15. BEDBUGS AND PESTS. Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
- Refraining from bringing bedbugs and other pests into the Residence and the Property and inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary for our pest control efforts;
- Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. You may not use bicycles, skateboards, scooters, rollerblades on the Property. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of



your Related Parties. You and the others for which you are responsible:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

23. DAMAGE TO RESIDENCE. If the Residence is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

26. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional Rent due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described



Landlord's Initials: _____

Resident's Initials: _____



in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

27. ENTRY. We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and under a court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

28. ESTOPPEL CERTIFICATES. Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that: (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate; (2) that there are no uncured defaults in our performance; and (3) any other details specified by us originally requested of you.

29. FURNITURE MOVING. We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

30. GARBAGE. Dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas.

31. GUESTS. You may have overnight guests for no more than 7 nights in any month, and no more than two guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.

32. HARASSMENT. Resident and Resident's Related Parties may not harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Resident and Resident's Related Parties may not unreasonably interfere with management functions.

33. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY. If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **You are required to maintain renter's insurance to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "interested party" under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or modified except after thirty days prior written notice to us (ten days for nonpayment). At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.

Alternatively, if you fail to maintain required renter's insurance, or provide proof of insurance at any time, we may, but are not required to schedule the Residence for coverage under a Landlord Placed Tenant Liability Insurance policy ("LPTLI"). The coverage provided under the LPTLI will include the renter's insurance required under the terms of the Agreement. Some important points of the LPTLI coverage,



Landlord's Initials: _____

Resident's Initials: _____



which you should understand are:

1. We are the Named Insured under the LPTLI. You are an Additional Insured under the tenant liability component of the LPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the limits of the policy. Subject to the terms of the policy, LPTLI will extend a legal defense to you in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the LPTLI policy.
2. LPTLI coverage is not personal liability insurance or renters insurance. We make no warranty or representation that LPTLI covers the personal property (contents) in the Residence or your additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a renter's insurance policy, the LPTLI may not protect you in exactly the same manner or to the same extent as if you purchased personal liability or renters insurance from an insurance agent or insurance company. Certain restrictions apply.
3. Coverage only applies to liability arising in the Residence. You are not insured away from the Residence.
4. Coverage under the LPTLI policy may be more expensive than the cost of required insurance available to you from another provider. Securing coverage under the LPTLI policy is not mandatory. You may purchase required insurance from an insurance agent or insurance company of your choice at any time, and coverage under the LPTLI policy will be terminated when you provide us with proof that you secured the required insurance.
5. Licensed insurance agents may receive a commission on the LPTLI policy.
6. If you fail to obtain and maintain the required insurance, and we may schedule the Residence for coverage under a LPTLI. If we schedule the Residence for coverage under a LPTLI, you must pay to us the actual costs we incur for the LPTLI. This amount will be due with your monthly rent, in advance, on or before the 1st of each month. The amount will be provided to Resident upon request, and is subject to change.
7. If the Residence is scheduled under the LPTLI, this will not remove you from any liability under the Agreement, except to the extent amounts are actually paid to us under the LPTLI.

34. KEYS AND OPENING DEVICES. Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.

35. LANDSCAPING. Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.

36. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can.

37. LIABILITY. We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events or and programs offered or sponsored by us or the Landlord Related Parties.

38. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION. At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.

39. MAINTENANCE REQUEST. Except in cases of emergency, all requests for repairs, and give all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move-In/Move-Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.

40. MANAGEMENT. The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.

41. MILITARY - EARLY TERMINATION. You may terminate this Agreement before the Termination Date specified on page 1 if:

- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or

- (ii) You are or become a member of the Armed Forces of the United States and receive:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

You must give us written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. (For example, if you served the notice on January 15th, your tenancy would terminate on March 1.) You must furnish to us proof to establish that you qualify for this limited exception. Proof may consist of: (i) your military identification; (ii) a copy of your official permanent change-of-station orders; or (iii) a copy of your deployment letter or order that warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order.

- 42. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

- Maintain good housekeeping practices and regularly dust, vacuum and mop to keep the Residence free of dirt and debris that can contribute to mold growth
- Use household cleaners on hard surfaces
- Remove garbage regularly and remove moldy or rotting items promptly from the Residence (whether food, wet clothing, or other materials)

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

- Use hood vents when cooking
- Use exhaust fans when bathing/showering until moisture is removed from the bathroom
- Hang shower curtains inside the bathtub when showering or securely close shower doors.
- Leave bathroom and shower doors open after use
- Use air conditioning, heating and fans as necessary to keep air circulating throughout the Residence
- Water all indoor plants outdoors
- Close windows and doors (when appropriate) to prevent rain and other outdoor water from coming inside the Residence
- Open windows when appropriate to increase air circulation
- Wipe up visible moisture
- If there is a washer in the Residence, periodically check the washer hose
- If a dryer is installed in the Residence, ensure that the vent is properly connected and clear of any obstructions and clean the lint screen regularly
- Ensure good air circulation in closets, cupboards and shelves by periodically keeping them open, not stacking items tightly, and/or using products to control moisture

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

The most reliable methods for identifying elevated amounts of mold are (1) smell and (2) routine visual inspections for mold or signs of moisture and water damage. You agree to inspect the property (both visually and by smell) for mold growth inside the Residence at least once per month. The inspection will include but is not limited to:

- Window frames, baseboards, walls and carpets
- The ceiling
- Any currently or formerly damp material made of cellulose (such as wallpaper, books, papers, and newspapers)
- Appliances (including washers/dryers/dishwashers and refrigerators)
- Around all plumbing fixtures (toilets, bathtubs, showers, sinks and below sinks)
- Areas with limited air circulation such as closets, shelves and cupboards
- Personal property

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

- Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks



Landlord's Initials: _____

Resident's Initials: _____



- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Residence or on the Property
- Any maintenance needed at the Property

YOU AGREE THAT YOU WILL NOT:

- Bring any personal property into the Residence that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows
- Stack items against walls in a manner that decreases air circulation and may lead to mold
- Maintain an excessive number of indoor plants
- Maintain a fish tank or other water filled container without our written consent

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of this section will be a material breach of this Agreement.

- 43. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must: (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.
- 44. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
- 45. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military "Early Termination" section above applies. We may grant or withhold consent to a release in our sole discretion.
- 46. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 47. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. If a garage has been assigned to you, you must park in it to maximize non-garage parking space for others. You may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason



allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

48. PETS. You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Unit.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us harmless from all loss, claim, damage or liability relating to your pets.
- Permission to have a pet may be revoked with three days' notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.

Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

49. POOL/SPA. If the Community has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Wear proper swim attire. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use toys, inner tubes or any other objects in the pool if they disturb others. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

50. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

51. POSTING FLIERS. Fliers may be posted only in designated areas, if any. If fliers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.

52. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, we may terminate your tenancy.

53. SATELLITE DISHES. You may install a satellite dish for personal, private use under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to any building structures, the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal;
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof;



- You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.

54. SECURITY. The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We have no duty to you provide security services or devices other than the duty to provide you with: (a) an operable dead bolt lock on each main swinging entry door of the Residence; and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.

55. SIGNS. We retain the right to place For Sale/For Rent signs on the Residence.

56. SMOKE AND CARBON MONOXIDE DETECTION. The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.

57. SMOKE FREE AREAS. The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

58. STORAGE. If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding: (a) any potentially dangerous, flammable, hazardous or toxic property or materials; and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property: (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.

59. TELEPHONES. We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

60. TEMPORARY RELOCATION. You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.

61. USE. The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office as long as the home office use does not involve: (1) people coming to the Residence for business purposes; or (2) selling goods or services from the Residence.

62. UTILITIES. Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid by the due date specified on the billing statement. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this

Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all utility conservation efforts we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

63. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window or a window sill which are visible from the outside.

64. WATERBEDS AND AQUARIUMS. Waterbeds are permitted only with our written permission which will be provided in accordance with California law. Permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards. You must also obtain our permission to have an aquarium more than 5 gallons.

F. DISCLOSURES AND NOTICES:

65. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

66. LEAD WARNING INFORMATION. If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

67. REGISTERED SEX OFFENDERS 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.

G. BREACHES AND REMEDIES:

68. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;
- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- You have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

69. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.

70. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

71. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

72. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all

resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.

73. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. You must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

H. AGREEMENT INTERPRETATION:

74. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

75. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

76. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

77. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

78. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

79. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.

80. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

81. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.

Gegargis George Toma (Resident) Date

Isa Toma (Resident) Date

(Owner/Agent) Date

BATHTUB AND COUNTER TOP REFINISHING CARE AND MAINTENANCE

The following instructions explain the care and maintenance of the refinished surfaces of your kitchen counter, bathroom vanity, and/or bathtub. Please observe the following:

General Cleaning Instructions:

Please use the recommended cleaners below with a soft washcloth or sponge. Do not use scouring pads or abrasive cleaners, which will dull the surface.

Recommended Cleaners:	Do Not Use:
<ul style="list-style-type: none"> • Formula 409 • Fantastic • Dish Washing Soaps: Dawn, Joy, Ivory, etc. • Dow • Windex • Bon Ami • Scrub Free • Mr. Clean 	<ul style="list-style-type: none"> • Comet or Ajax • Mats with suction cups and adhesives • Ammonia, cleaners, containing ammonia • Steel Wool/Brushes • Harsh Abrasives • Scratch Pads • Soft Scrub • Bleach

Please Note:

1. Do not drop sharp or heavy objects on the finish, which may cause it to chip. Contact management immediately for repairs if this should occur. Failure to contact management in a timely manner can result in further damage.
2. Faucets must be properly maintained. Leaky faucets will erode the new finish causing damage and will void the warranty.
3. Do not use bath mats with suction cups. Most mats will produce a reaction with the new surface when subjected to hot water and will lift the coating.
4. Do not place hot pots or pans directly on kitchen counter surface and do not cut on kitchen counters.

Geqargis George Toma (Resident) Date

Isa Toma (Resident) Date

(Owner/Agent) Date



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **June 1, 2017** between **Walker Apartments** "Owner/Agent" and **Gegargis George Toma and Isa Toma** "Resident" for the premises located at **633 East Park Ave #16, El Cajon, CA 92020**.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

_____ (Resident Initials)

Resident agrees to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered covers** that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident shall comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.

- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

Gegargis George Toma (Resident)

Date

Isa Toma (Resident)

Date

**NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>**



WALKER APARTMENTS

GUIDELINES FOR CLEANING, PAINTING, CARPET AND REPAIRS

If, before moving out, the Resident does not clean the items listed below **and** leave them in the same condition as received (normal wear and tear excepted), Resident will be responsible for cleaning, repair and/or replacement costs. Costs will be deducted from the Resident's security deposit, or, if the Resident's security deposit is insufficient to cover the charges, will be due from Resident upon demand. Resident will be charged the **actual** costs; the prices given for the items listed below are **estimated**, and they are to be used as guidelines only. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning, repairing or replacing items that are not on the list.

Cleaning Charges:	Apartment Cleaning	Carpet Cleaning	Painting
Studio	\$45 - \$125	\$35 - \$85	\$95 - \$535
1x1	\$75 - \$125	\$45 - \$80	\$140 - \$1,250
2x1 or 2x2	\$80 - \$160	\$45 - \$110	\$135 - \$1,740
3x2	\$95 - \$165	\$85 - \$120	\$195 - \$1,975

Other potential charges associated with carpet cleaning:

- | Flea removal = an additional \$50 or more (any size unit)
- | Heavily soiled carpet = an additional \$25 or more (any size unit)
- | Garage cleaning = \$50-\$100 (any size unit)

Miscellaneous:

- | Fumigation = \$50-\$100
- | Contact paper removal = \$50 or more
- | Trash removal = \$50 or more
- | Touch-up painting = \$17/hour
- | General repairs = \$17/hour

Painting:

The walls and ceilings may be touched up with paint upon vacating, unless damages, odors from smoke or other surfaces, or excessive markings make it necessary to fully paint the entire wall and/or apartment. The Resident may be responsible for the **actual** costs, and the following schedule applies to the percentage of the painting costs that would be charged to the Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 97.22%	13 months = 63.89%
2 months = 94.44%	14 months = 61.11%
3 months = 91.67%	15 months = 58.33%
4 months = 88.89%	16 months = 55.56%
5 months = 86.11%	17 months = 52.78%
6 months = 83.33%	18 months = 50.00%
7 months = 80.56%	19 months = 47.22%
8 months = 77.78%	20 months = 44.44%
9 months = 75.00%	21 months = 41.67%
10 months = 72.22%	22 months = 38.89%
11 months = 69.44%	23 months = 36.11%
12 months = 66.67%	24 months = 33.33%



Carpet:

Carpet that is damaged (above and beyond normal wear and tear) before its full life expectancy will be charged to Resident. The charge to the resident would be calculated on a percentage basis based on the length of Resident's tenancy, per the following calculations:

1 month = 98.3%	21 months = 65%	41 months = 31.7%
2 months = 96.7%	22 months = 63.3%	42 months = 30%
3 months = 95%	23 months = 61.7%	43 months = 28.3%
4 months = 93.3%	24 months = 60%	44 months = 26.7%
5 months = 91.7%	25 months = 58.3%	45 months = 25%
6 months = 90%	26 months = 56.7%	46 months = 23.3%
7 months = 88.3%	27 months = 55%	47 months = 21.7%
8 months = 86.7%	28 months = 53.3%	48 months = 20%
9 months = 85%	29 months = 51.7%	49 months = 18.3%
10 months = 83.3%	30 months = 50%	50 months = 16.7%
11 months = 81.7%	31 months = 48.3%	51 months = 15%
12 months = 80%	32 months = 46.7%	52 months = 13.3%
13 months = 78.3%	33 months = 45%	53 months = 11.7%
14 months = 76.7%	34 months = 43.3%	54 months = 10%
15 months = 75%	35 months = 41.7%	55 months = 8.3%
16 months = 73.3%	36 months = 40%	56 months = 6.7%
17 months = 71.7%	37 months = 38.3%	57 months = 5%
18 months = 70%	38 months = 36.7%	58 months = 3.3%
19 months = 68.3%	39 months = 35%	59 months = 1.7%
20 months = 66.7%	40 months = 33.3%	60 months or longer = 0%

Replacements - Guidelines for Charges:

If any items are missing or damaged to the point that they must be replaced when the Resident moves out, the Resident may be charged for the current cost of replacement, including the actual cost of the labor associated with the repair. A representation of replacement charges is provided below. These are guidelines (estimates) only. If the Landlord incurs a higher cost for replacing an item, the Resident may be responsible for paying the higher cost. Major items (those marked with *) might be charged on a prorated basis, the others might be charged in their entirety. Please note that this is not an all-inclusive list; Resident may be charged for items that are not on this list:

Access Cards \$50-\$75	*Fire extinguisher \$50-\$75	Patio screens \$35-\$75
Blinds \$5-\$75	Fridge shelves \$25-\$40	*Shower doors \$150-\$350
Broiler pan set \$10-\$35	*Garage door \$200-\$500	Shower rod \$5-\$20
*Ceiling fan \$75-\$150	Garage opener \$25-\$100	Smoke detector \$30-\$50
*Countertops \$100-\$250	Ice trays \$2-\$10	Tiles (each) \$5-\$10
Door keys \$25-\$100	Light bulbs \$2-\$5	Towel rack \$10-\$20
Door Lockset \$35-\$50	*Light fixtures \$75-\$100	Window glass \$75-\$150
Doors-exterior \$100-\$375	Mailbox keys \$15-\$35	Window screens \$15-\$25
Doors-interior \$40-\$100	Mirrors \$50-\$350	
Drip pan rings \$2-\$10	*Patio doors \$150-350	

Geqargis George Toma (Resident)

Date

Isa Toma (Resident)

Date

(Owner/Agent)

Date



Walker Apartments

2399 Camino Del Rio South, Suite 102, San Diego, CA 92108 (619) 297-0274, +



Landlord's Initials: _____

Resident's Initials: _____



GUIDELINES FOR COMMUNITY LIVING

Addendum to Lease Dated **June 21, 2017** for Apt #16.

The following guidelines will help make living here much more comfortable for all concerned.

Thank you for your consideration and cooperation; they are both greatly appreciated!

Appliances

1. Resident will be responsible for damages and repairs to dishwasher, disposals, and any other appliances damaged through misuse.
2. All potentially dangerous appliances must be turned off before leaving the unit (i.e., ovens, stove burners, toasters, hair rollers, etc.).
3. Garbage disposals, in particular, are to be maintained properly, per the following guidelines:
 - a) To prevent clogging of the pipes, turn on the **cold** water before you run the disposal. Feed garbage into the disposal slowly while the cold water runs. Be sure to let cold water run long enough through garbage disposals to thoroughly clear them.
 - b) Do not dispose of metal, plastic, rocks, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, paper, wire, cigarettes, corn cobs or husks, banana peels, potato peels, celery, carrots, string beans, artichoke leaves, bones, fibrous or non-food items, or other non-compatible items in the garbage disposals.

Cleanliness and Trash

1. The dwelling unit, balcony, entry area, patio, and/or deck are to be kept neat, clean, sanitary, and free from objectionable odors and pests.
2. Clothing, rugs, etc. shall not be shaken outside of any window, ledge, patio, or balcony.
3. The storage of large or unsightly items on patios, balconies, or any other visible area is not permitted. No clothes, rugs, towels, brooms, mops, garbage cans, blankets, boxes, or other unsightly items are to be hung or stored in any exterior areas.
4. Trash and other materials are not allowed to accumulate in a way that may cause a hazard, or are in violation of any health, fire, safety, or insurance ordinance or regulation.
5. If the dumpster nearest you is full, trash should be taken to another dumpster, or wait for the trash collectors to empty the dumpster. Do not leave your trash anywhere outside the dumpster. All refuse is to be WRAPPED or BAGGED before placing it in the trash containers. Also, break down large boxes into flat pieces before inserting them into the dumpsters.

The Dwelling Unit

1. Nothing is to be installed on or in the walls and ceilings except for small nails and picture hangers without the expressed, written permission of management. Toggle bolts are not allowed on any of the walls or ceilings.
2. Residents are responsible for arranging connection of telephone, utility services, and any other outside services used while in residence.
3. Management provides one working phone jack per unit at the time of move-in. Any other jacks and/or wiring are the responsibility of the Resident.
4. The use or storage of gasoline, cleaning solvent, and/or other combustibles in the dwelling unit is not permitted.
5. Residents at no time will have aluminum foil or any other personal property covering any windows; only the window coverings that were provided at the time of move-in shall be used to cover the windows.
6. Satellite dishes are allowed only upon execution of the **Satellite Dish Addendum**, and the adherence to its terms.
7. Any person with proper identification named on the Rental Agreement who has been locked out of their dwelling unit *during office hours* will be allowed access to the unit by Management at no cost.
8. After office hours, any person locking themselves out of their apartment will be required to call for and pay for locksmith services on their own expense.
9. If resident wishes Management to allow another person into the Resident's dwelling unit during the Resident's absence, Management must have prior written permission, or Management shall not allow any person not on the Rental Agreement into the unit.



Grounds and Courtyard Areas

1. All personal belongings, including bicycles, play equipment, tools, etc. must be stored either inside the unit, or in a designated storage location; they are not to be placed in breezeways, on stairways, in the landscaped areas, or anywhere else on the property grounds. Resident(s) shall provide their own locking mechanism if stored in the designated storage location.
2. Residents shall assist Management in keeping the common areas clean by not littering (trash, cigarette butts, cans, or any other debris) anywhere on the grounds.
3. Playing and/or gardening in the landscaped areas by residents or their guests is not permitted. Residents are responsible for any costs incurred to repair damages caused, and/or to repair or replace landscaped items removed or altered, by residents or their guests.
4. Garbage cans are not to be washed or rinsed out anywhere on the property grounds. Waste water or waste items of any kind are not to be disposed of into the courtyard or planted areas.

Laundry Facilities

1. Laundry facilities are available during the hours posted for the exclusive use of the Resident(s).
2. When using the laundry areas, please clean up any spilled soap, and wipe off the machines after use. Please dispose of lint after each dryer use; dispose of litter and lint in trashcans.
3. Report any problems, leaks, or non-operational machines to the Resident Manager immediately.
4. Management is not responsible for clothes left unattended.

Moving out Guidelines

1. Upon moving out, you will continue to be charged a daily rental rate until all keys have been turned in to management. If keys are not turned in prior to management taking possession of the vacant unit, Resident will be charged a lock-replacement fee.
2. Resident must call the Rental Office at least two weeks prior to the scheduled move-out to arrange a walk-through inspection.
3. When Resident vacates the apartment, it must be left in clean condition with all personal property and refuse removed. Resident must turn in keys, and complete the "Check In / Check Out List" with the Resident Manager or Agent.
4. Prorated painting charges will be charged if Resident resided in the unit 24 months or less.
5. If there was a pet in the unit, Resident will be charged an extermination fee and a carpet-deodorizing fee.
6. The cost to remove trash and/or personal belongings left in the unit will be charged against the Security Deposit.
7. All rents that are due must be paid in full within the 5 (five) day grace period prior to move-out, or those rents, along with the appropriate late fee, will be charged against the Security Deposit.
8. **Military Clause:** A military resident may, upon presenting documentation immediately upon receipt from the Military, terminate the obligations of the **Rental Agreement** with regards to providing a thirty (30) day written notice of intent to vacate in the event of either
 - a) Military resident receives permanent change of duty station orders away from the area of the premises, or
 - b) Military resident rented the property prior to arrival and subsequently received orders of reassignment elsewhere.

Noise and Conduct

1. Any noise that can be heard outside your apartment is considered disturbing; keep the volume down. This applies to stereos, radios, televisions, arguments, loud voices, car stereos, blaring vehicle horns, late-night parties, etc.
2. Anyone found to have willfully abused, destroyed, defaced, damaged or removed any part of the recreational facilities and/or their contents will be held responsible for their repair or replacement, and they will be banned from future use of these areas.
3. Residents are responsible for their own conduct and the conduct of all guests at all times and are responsible for any resultant damages caused by themselves or their guests. This includes activities and conduct outside of the unit on the common grounds, parking areas, or any recreational facilities.

4. The Landlord shall deem the Resident's violation of a City, State, or National Law sufficient cause for immediate termination of tenancy.
5. Any disorderly or loud conduct created by Resident or Resident's guest(s), which disturbs the peace, shall be cause for immediate termination of tenancy.
6. Alcoholic beverages shall not be consumed in or around the common areas of the property at any time.
7. The property grounds are not to be used for recreational purposes except in such areas as designated by the Resident Manager.

Parking and Parking Areas

1. Any and all posted parking and parking area signs and rules must be followed, which includes observing all designated **NO PARKING** areas.
2. Only vehicles in running order, with current registration, are to be parked on the property. Vehicles in violation will be towed from the premises at the vehicle owner's expense. **Inoperable vehicles may not be stored anywhere on the premises.**
3. Motorcycles, scooters, bicycles, tires, car or motorcycle parts, or other unsightly objects are not to be stored on porches, walkways, parking space or carports.
4. Assigned parking spaces, carports, and other parking areas are to be kept clean.
5. The speed limit is 5 MPH, and any speed in excess of this is not permitted.
6. Parking in the driveways, walkways, and all areas marked "No Parking" is not permitted; vehicles in violation will be towed from the premises at the vehicle owner's expense.
7. Handicapped parking spaces are provided for vehicles with valid "Handicapped" stickers only; they are not for visitors or extra vehicles.
8. Boats, campers, buses, trucks (other than non-commercial pick-up trucks) and trailers are not permitted on the premises. Vehicles in violation will be towed from the premises at the vehicle owner's expense.
9. All guests must park on the street or in designated guest parking areas. Residents are to inform their guests of proper parking areas. Vehicles not in compliance with the property regulations will be towed at the vehicle owners expense.
10. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Premises.
11. The cost of removal of oil leakage on driveways, carports, and/or garages will be the Resident's responsibility.
12. Mechanical work, storage of inoperable vehicles, and washing of vehicles is not allowed in any parking spaces (whether assigned or not) or anywhere else on the premises.
13. Motorcycles must be parked in normal parking spaces or designated motorcycle areas. Motorcycles are to be parked at least 10 feet from the building at all times. Motorcycles are not to be parked in hallways or walkways.
14. Vehicles without proper muffler systems will not be allowed on the premises.
15. Storage of motorcycles in apartments is strictly prohibited.
16. Any vehicle parked in a designated fire zone will be towed, at vehicle owner's expense, with no notice to the owner of said vehicle.
17. Garage and storage area doors must be closed at all times except when entering and/or exiting.
18. Management is not responsible for theft or damage to cars or other vehicles while on the premises. Keys, gym bags, packages, and other valuables should be removed from the vehicle when it is left unattended.
19. A steering wheel device, and/or car alarm are recommended for use on all vehicles.

Pool Facilities

1. Any and all posted pool and spa rules and hours must be adhered to.
2. No lifeguards are on duty at any time; use of the pool and spa is at the Resident's own risk.
3. The Landlord assumes no responsibility for lost, damaged, or stolen articles.

4. The Landlord reserves the right to exclude any person from the use of the pool or spa at any time.
5. There are absolutely **NO GLASS CONTAINERS** of any kind allowed in the pool area and/or the recreational buildings at any time.
6. Food is not to be served or consumed in or around the pool area at any time.
7. Alcoholic beverages shall not be served or consumed in or around the pool area (or any other common areas) at any time. No person under the influence of alcohol and/or drugs is permitted in or near the pool area.
8. Towels must be placed over the pool furniture when using suntan oils or other lotions.
9. No animals are permitted in or around the pool area.
10. Residents need prior approval from the Resident Manager in order to have guests in the pool area. Residents must accompany these guests at all times.
11. Radios are to be kept at a low volume that does not disturb other users of the pool area.
12. Diving, jumping, running, fighting, dunking, boisterous and/or dangerous conduct, and any other noisy behavior in the pool area is not allowed in or around the pool area.
13. Safety equipment in the pool area is to be used for emergencies only.
14. Resident must accompany guests at all times. 2 guests maximum unless authorized by management.

Recreational Facilities

1. Barbecuing is allowed in approved areas only.
2. The use of charcoal barbecues and/or lighter fluid is prohibited unless a specific area has been designated for their use.

Repairs and Maintenance

1. If Resident has a maintenance request, other than an emergency that cannot wait, it must be put in writing and given to the Resident Manager or Agent during posted business hours.
2. Screens and screen doors are the responsibility of the resident to keep in good repair.
3. Resident must report faulty appliances, screens, windows, doors, broken light switches, dripping faucets, leaking toilets, and/or other defects in the apartment to the Resident Manager or Agent immediately.
4. Alteration or replacement of locks and/or the installation of bolts, door knockers, peepholes, or other attachments on the interior or exterior of any door must have Resident Manager's written approval and must be performed by Management's authorized repair person.

Roommates; Multiple Residents

1. Each person who signs the Rental Agreement is responsible for full payment of rent and all other costs.
2. Remaining residents must be re-qualified; approval is subject to current screening standards and history of existing tenancy. Approval of remaining residents is NOT guaranteed.
3. New persons desiring to be added to the Rental Agreement will not be added until the entire screening process has been completed.

Safety and Security

1. The Landlord's obligation is to provide a habitable dwelling unit and property.
2. The Landlord works closely with local police agencies, and reports and provides information on all crimes and those who commit crimes. The Resident also agrees to report and provide information to authorities about crime, vandalism, and any other suspicious activities on the grounds and the property, and/or in the neighborhood.
3. Resident agrees to keep the premises free of illegal drugs during the term of the Resident's tenancy.
4. Resident agrees to get assistance for family and personal problems before they become a safety issue.
5. Resident agrees to exercise parental authority, as well as apply crime prevention measures to all areas of the home.
6. Resident is cautioned to lock the dwelling unit door at all times, and not to provide access to their unit or common areas to anyone they don't know. Resident shall not leave keys outside the door, under a doormat, in the mailbox, etc.



Landlord's Initials: _____

Resident's Initials: _____



- 7. The Resident is requested not to distribute copies of keys or lend a key (to dwelling unit and/or common areas) to anyone not named on the Rental Agreement. Resident must report lost or stolen keys immediately.
- 8. Residents will discourage and report to Management all door-to-door soliciting of any type and/or unauthorized use of the facilities.
- 9. Personal property should be documented by means of receipts, a video recording, photographs, and/or recorded serial numbers.
- 10. Inside the apartment, the resident should test the smoke detector at least once a month, and change the battery twice a year. Upon request, Management will assist Resident with both.
- 11. Before an earthquake occurs, or fire occurs in your home or building, know how to get out of your apartment and the building. Have a disaster kit packed and ready should you need it.
- 12. Fire extinguishers are for emergency use only. Please be sure you know the location of the nearest one to you. Report missing or empty fire extinguishers to the Resident Manager immediately.
- 13. Anyone found to be using or tampering with fire extinguishers (for use on anything other than a fire) will be reported to local authorities. As well, termination of the Rental Agreement will result.

Miscellaneous

- STORAGE:** Storage space shall be used only to store personal property that the Resident owns, and the Resident shall not store property that is claimed by another or in which another has any right, title, or interest.
- STORAGE:** The Resident shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material(s).
- YARD SALES:** No yard, garage, tag, white elephant, or rummage sales are permitted at any time or any place in the community.

(Owner's Representative) Date

Geqargis George Toma (Resident) Date

Isa Toma (Resident) Date

PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **June 1, 2017** between **Walker Apartments** (Owner/Agent) and **Gegargis George Toma and Isa Toma**, (Resident) for the premises located at **633 East Park Ave #16, El Cajon, CA 92020**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

Gegargis George Toma (Resident) *Date*

Isa Toma (Resident) *Date*

(Owner/Agent) *Date*



RESIDENTIAL CURRENT OCCUPANT INFORMATION

Walker Apartments, 633 East Park Ave #16, El Cajon, CA 92020

1 Bed / 1 Bath, 800 sq. ft.

Geqargis George Toma Birthdate: _____ SSN #: 000-00-**** Isa Toma Birthdate: _____ SSN #: 000-00-****	Work: _____ Home: _____ Cell: _____ E-mail: _____ Work: _____ Home: _____ Cell: _____ E-mail: _____
--	--

Monthly Rent:	\$995.00	Children:	_____
Security Deposit:	\$500.00	Pets:	_____
Pet Deposit:	_____	Automobiles:	_____
Key Deposit:	_____	No. of Occupants:	2
Other Deposit:	_____		

Emergency Contacts:

Geqargis George Toma _____
 Isa Toma _____

LEASE INFORMATION

Move-In Date:	June 1, 2017
Lease Expiration Date:	Month-to-Month
Previous Escalation Date:	_____
Concessions:	_____
HUD?:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Print Rent Bill?:	YES <input type="checkbox"/> NO <input type="checkbox"/>

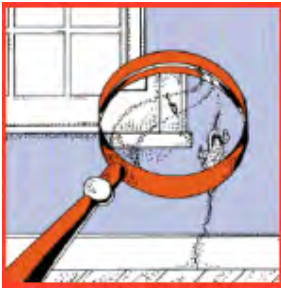
EMPLOYER INFORMATION

Tenant	Employer	Phone No.	City, State	Start Date
Geqargis George Toma	_____	_____	_____	_____
Isa Toma	_____	_____	_____	_____

CUSTOMIZED INFORMATION

Tenant	Driver's License #	License Plate #	Parking Permit #	Space #
Geqargis George Toma	_____	_____	_____	_____
Isa Toma	_____	_____	_____	_____

MANAGER'S COMMENTS



Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.

Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

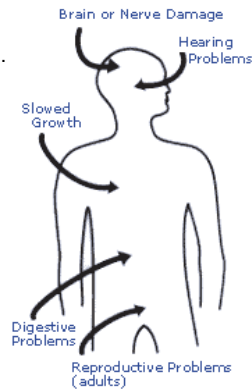
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

3

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

4

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (?g/ft²) and higher for floors, including carpeted floors.
- 250 ?g/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas or bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

5

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but studies suggest that they are not always accurate.

Consumers should not rely on these tests before doing renovations or to assure safety.



6

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

8

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in the section labeled "What you can do now to protect your family."



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture**.
- Food and liquids stored in **lead crystal** or **lead-glazed pottery** or **porcelain**.
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

10

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.



EPA's Safe Drinking Water Hot-line

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hot-line

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772** or visit CPSC's Web site at: www.cpsc.gov.



Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region I
Suite I 100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Central
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003