

Low Income Rate Affordable Rental Units

321-327 South Elm Drive, Beverly Hills

Three 1-bedroom apartments are available for rent by low-income households in the 30-unit building located at 321-327 S. Elm Drive in Beverly Hills. The units have an average of 810 square feet with one parking space and in-unit washer/dryer hook ups.

INCOME LIMITS AND RENT

Households must have the following gross annual incomes to qualify for the affordable units:

- **1 person household: between \$41,701 and \$66,750**
- **2 person household: between \$47,651 and \$76,250**
- **3 person household: between \$53,601 and \$85,800**

Detailed information will be requested in this application to determine gross household income, and the application will have more information about requirements for qualified households. The monthly rent for each unit is expected to be between \$1,043 to \$2,145 (depending on income and size of household).

TO SUBMIT A COMPLETE APPLICATION:

From **February 2 – February 17, 2023**, completed applications may be submitted via the following methods:

- **E-mailed** to rent@theelmview.com by 11:59 on February 17, 2023.
- **Submitted via mail to:** 333 S. Beverly Drive, Ste. 105 Beverly Hills, CA 90212.
Attn: The ElmView. Mailed applications must be postmarked by February 17, 2023.
- **Submitted in person** between 9 AM and 4 PM only at the following location: 333 S. Beverly Drive, Ste. 105 Beverly Hills, CA 90212

The order in which applications are submitted does not impact ranking order on the eligibility list. All eligible applications received by the deadline will be ranked based on the regulations set forth in Beverly Hills Municipal Code § 10-3-1528 and described on Page 4 of this Document.

QUESTIONS:

For questions about the application contents or process, please contact Millie at 562-200-7173.

321-327 South Elm Drive Affordable Housing Unit Qualification Criteria

INCOME REQUIREMENTS

Households must have the following gross annual incomes to qualify for the affordable units:

- **1 person household: between \$41,701 and \$66,750**
- **2 person household: between \$47,651 and \$76,250**
- **3 person household: between \$53,601 and \$85,800**

Gross Household Income is defined as: all income, from whatever source derived, of all adult household members (18 years of age and older), whether or not such income is exempt from federal income tax. This includes but is not limited to: compensation from an employer, alimony, child support, cash, pensions, public benefits, interests, dividends, royalties, private business income, rental income, pay for services, tips, bonuses, stipends, property gains, gambling winnings, annuities, life insurance, endowments, debt collections, assets, etc.

Please also note that if you have assets exceeding a certain amount these will be counted toward your annual income. An asset test will be applied to all applicants to determine whether they satisfy the income requirements. If you have assets that exceed \$30,000, the following amounts will be added to your Gross Household Income to determine the household's Total Household Income: 1) 10% of all assets valued at between \$30,001 and \$130,000; 2) 30% of all assets valued over \$130,000

The maximum assets allowed are \$250,000. Households with assets in excess of \$250,000 will be disqualified

If the total household income is above or below these ranges a household will not qualify. More information regarding what qualifies as gross income and assets is included in this application. If your household income falls within these limits, please proceed with completion of the attached application.

REAL PROPERTY REQUIREMENT

If any member of the prospective household owns any interest in any real property, including but not limited to, any dwelling unit, commercial real estate, or land, the household is not qualified to rent the affordable units.

COMPLETE APPLICATION REQUIREMENT

Only complete applications with all required supporting documents will be considered.

321-327 South Elm Drive Affordable Unit Rental Application Preliminary Screening Eligibility Questionnaire

For the following questions, please provide either the requested information, or circle "YES" or "NO".

1. How many individuals are in your household? _____
(Please note – all income sources from all household members must be reported in this application)
2. What is the total gross annual income of your household? _____
(Completing this application may help you determine your total gross income)
3. Do you own any interest in any real property?
Circle one: YES NO
4. Do you intend on renting the Affordable Unit as your Principal Residence and occupying the Unit within 30 days of closing escrow or executing a lease?
Circle one: YES NO
5. Do you intend on occupying the Affordable Unit continuously during your ownership or tenancy of the Unit?
Circle one: YES NO
6. Are you, and all members of the potential rental household legal residents of the United States?
Circle one: YES NO

Occupancy Priority Supplemental Questions

The City of Beverly Hills City Council has established rules regarding the priority for placement of interested and eligible households in affordable units. The following priority order will apply to the units in 321-327 South Elm Drive. Please indicate if you qualify for any of the following priority tiers.

Tier 1 - Senior Tenants Displaced from the 321-327 South Elm Drive site: Does your household have a senior member (62 years and older) that was displaced from the *321-327 South Elm Drive project site* for the purpose of construction of this project?

Circle one: YES NO

If yes, you will be required to provide proof.

Tier 2 - Tenants With Beverly Hills Unified School District Students Displaced from 321-327 South Elm Drive site: Does your household include a legal guardian of one or more students currently enrolled in a Beverly Hills Unified School District in grade 10 or lower that were displaced from the 321-327 South Elm Drive project site for the purpose of construction of the project?

Circle one: YES NO

If yes, you will be required to provide proof.

Tier 3 – Other Tenants Displaced from 321-327 South Elm Drive site: Does your household include individuals that do not qualify for Tier 1 or 2 that were displaced from the project site?

Circle one: YES NO

If yes, you will be required to provide proof.

Tier 4 – Displaced Senior Households from a Multi-Family Property in the City of Beverly Hills: Does your household include at least one member who is a senior (62 years and older) that has or will be displaced or evicted from a multi-family building in the City of Beverly Hills other than the project site for the purpose of redevelopment if either: (1) the multi-family building was demolished for redevelopment within the two years immediately preceding the date on which applications for the affordable housing units are due or (2) the multi-family property to be redeveloped has received all entitlements, excluding building permits, and such redevelopment requires all residents to vacate the site, provided that such entitlements, or subsequent entitlements remain valid and have not expired on the date the applications for the affordable housing units are due?

Circle one: YES NO

If yes, you will be required to provide proof.

If yes, what address were you/will you be displaced from for the purpose of redevelopment?

What was the date you were evicted from the site?

Tier 5 - Displaced Tenants from a Multi-Family Property in the City of Beverly Hills with Beverly Hills Unified School District Students: Does your household include a legal guardian of one or more students currently enrolled in and attending the Beverly Hills Unified School District in grade 10 or lower, and that have or will be displaced or evicted from a multi-family building in the City of Beverly Hills other than the project site for the purpose of redevelopment if either: (1) the multi-family building was demolished for redevelopment within the two years immediately preceding the date on which applications for the affordable housing units are due or (2) the multi-family property to be redeveloped has received all entitlements, excluding building permits, and such redevelopment requires all residents to vacate the site, provided that such entitlements, or subsequent entitlements, remain valid and have not expired on the date the applications for the affordable housing units are due?

Circle one: YES NO

If yes, you will be required to provide proof.

If yes, what address were you/will you be displaced from for the purpose of redevelopment?

What was the date you were evicted from the site?

Tier 6 – Other Displaced Households: Does your household include anyone displaced from a multi-family building in the City that has or will be displaced or evicted from a multi-family building in the City of Beverly Hills other than the project site for the purpose of redevelopment if either (1) the multi-family building was demolished for redevelopment within the two years immediately preceding the date on which applications for the affordable housing units are due or (2) the multi-family property to be redeveloped has received all entitlements, excluding building permits, and such redevelopment requires all residents to vacate the site, provided that such entitlements, or subsequent entitlements, remain valid and have not expired on the date the applications for the affordable housing units are due?

Circle one: YES NO

If yes, you will be required to provide proof.

If yes, what address were you/will you be displaced from for the purpose of redevelopment?

What was the date you were evicted from the site?

Tier 7 – Senior Households: Does your household include at least one member who is a senior (62 years and older by the end of application submittal period)?

Circle one: YES NO

Tier 8 – Other Income Qualified Households: Do you meet the income qualifications, but do not fall within Tiers 1-7?

Circle one: YES NO

321-327 South Elm Drive Affordable Unit Rental Application

(Please note that eligibility for an affordable unit rental is dependent on maximum income levels (including assets), assets in holding (assets over \$250,000 automatically disqualify applicants), and that owning property or being related to the developer or building owner will automatically disqualify applicants.

Qualification Requirements	Description
Income	The household's Total Household Income must not exceed the applicable Maximum Income set forth in Section 4.2.1. of the City's Affordable Housing Program Guidelines. The income range is determined annually by HCD based on Area Median Income (AMI).
Residency/Citizenship	All members of the household must be Legal Residents of the United States.
Occupancy	The Household must occupy the unit as its Principal Residence within 30 days of executing the lease.
Real Property Interest (Not Allowed)	No member of the Qualified Household must own any interest in any real property, including but not limited to, any dwelling unit, commercial real estate, or land.

Assignment & Subleasing:

I, _____, (Print Name) understand that the Affordable Unit I am applying to MUST be occupied by the tenant and used as his or her primary residence and that the lease will NOT be assigned and the Affordable Unit will NOT be sublet.

-Short Term Rentals. Residents are prohibited from offering all or part of the Leased Premises for short-term rental, such as through AirBNB, VRBO or other such sites. Any person who is not a Resident or a member of their household, who occupies any portion of the Leased Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not an occupant, guest, or invitee. This constitutes attempted subletting or assignment under this Agreement.

Signature: _____

Housing References:

List the **past 3 years** of housing references. *(If additional space is required, use the back of this page.)*

	<u>Landlord's Name/ Address</u>	<u>Your Address</u>	<u>Own/Rent</u>	<u>Dates</u>
1.	_____ _____ Phone: () _____	_____ _____	Own Rent	From: _____ To: _____
2.	_____ _____ Phone: () _____	_____ _____	Own Rent	From: _____ To: _____
3.	_____ _____ Phone: () _____	_____ _____	Own Rent	From: _____ To: _____

Household Information: Complete the following information for each household member that will occupy the unit at time of move-in:

Name (Last, First,	Relationship to Head of Household	Sex (M/F)	Birth Date	Student (Y/N)	Social Security #

Current Address: _____

Primary Phone: () _____ **Email Address:** _____

1. Would you or anyone in your household benefit from a special needs unit? (Mobility, vision, or hearing impairment) **Yes** **No**

2. Will you or anyone in your household require a live-in care attendant? **Yes** **No**

Name of Live-In Care Attendant: _____

Relationship (If any): _____

3. Will anyone else live in the unit on either a full-time or part-time basis, such as children temporarily absent, children in a joint custody arrangement, children away at school, children in the process of being adopted, or temporarily absent family members? **Yes** **No**

If YES, explain _____

4. Have any of the household members used names or a social security number other than the names and numbers used above? **Yes** **No**

If YES, explain _____

5. Are any members of the household full-time students? **Yes** **No**

If YES, explain _____

6. Have you or any member of your household ever been convicted of, plead guilty to or been placed on probation for any crime? **Yes** **No**

If YES, provide the nature of the crime(s): _____

Date: _____ State: _____ City: _____

County: _____

7. Are any of the above convictions a felony? **Yes No**

If YES, Please explain _____

8. Are you or any members of your household subject to a lifetime registration requirement under a state sex offender registration program? **Yes No**

If YES, Please explain _____

9. Are there any criminal charges pending now? **Yes No**

If YES, please explain _____

10. Have you or anyone in your household ever been evicted or otherwise involuntarily removed from rental housing due to fraud, non-payment of rent, failure to cooperate with recertification procedures, or for any other reason? **Yes No**

If YES, explain _____

11. Have you ever filed or are you currently filing for bankruptcy? **Yes No**

If YES, give reason _____

Date of filing: _____

12. Have you ever lived at any other property managed by *Sharp Capital*? **Yes No**

If YES, where? _____

13. Do you know or are you related to any of staff of Sharp Capital?

Income Information:

Earned income is counted only for household members 18 or older and members who are legally emancipated. Unearned income such as a grant or benefit is counted for all household members, including minors.

Include all GROSS income (before taxes) each household member expects to earn in the next 12 months. Please circle "yes" or "no" to indicate the type of income the household expects to earn.

Do YOU or ANYONE in your household receive OR expect to receive income from:

1. Employment wages or salaries? Self-employment? Regular pay as a member of the Armed Forces
(Include overtime, tips, bonuses, commission and payments received in cash.)? **Yes** **No**

If yes, list all jobs expected to be held for all household members. Please make sure to also include information on any businesses that a household member has ownership in, even if it is not a source of active income

Household Member: _____
Job Title: _____
Employer/Company: _____
Monthly Salary: _____
Supervisor Name: _____
Supervisor Phone: _____
Start Date: _____
End Date: _____

Household Member: _____
Job Title: _____
Employer/Company: _____
Monthly Salary: _____
Supervisor Name: _____
Supervisor Phone: _____
Start Date: _____
End Date: _____

Household Member: _____
Job Title: _____
Employer/Company: _____
Monthly Salary: _____
Supervisor Name: _____
Supervisor Phone: _____
Start Date: _____
End Date: _____

Household Member: _____
Job Title: _____
Employer/Company: _____
Monthly Salary: _____
Supervisor Name: _____
Supervisor Phone: _____
Start Date: _____
End Date: _____

Household Member: _____
Job Title: _____
Employer/Company: _____
Monthly Salary: _____
Supervisor Name: _____
Supervisor Phone: _____
Start Date: _____
End Date: _____

2. Unemployment benefits or worker's compensation?

Yes No

Household Member	Name of Company	Amount

3. Public Assistance, General Relief or Temporary Aid to Needy Families (TANF)?

Yes No

Household Member	Name of Company	Amount

4. (a) Child Support or Spousal Support (alimony)?

Yes No

(We must count court ordered support whether or not it is received unless legal action has been taken to remedy. We must also count support that is not court-ordered, rather, received directly from the payer.)

Household Member	Name of Company	Amount

(b) How is the support received? (Check all that apply)

Child Support Enforcement Agency

Name of Agency:

Court of Law

Name of Court:

Directly from Individual

Name of Person:

Other

Explain: _____

(c) If money is not actually received, are you taking legal action to remedy?

Yes No

Explanation:

5. Social Security, SSI or any other payments from the Social Security Administration? **Yes** **No**

Household Member	SSA Office	Amount

6. Regular payments from a pension, retirement benefit, annuities, or Veteran's benefits? **Yes** **No**

Household Member	Source of Benefit	Amount

7. Regular payments from a severance package? **Yes** **No**

Household Member	Source of Benefit	Amount

8. Regular payments from any type of settlement? *(For example, insurance settlements)* **Yes** **No**

Household Member	Source of Benefit	Amount

9. Disability, death benefits or life insurance dividends?

Yes No

Household Member	Source of Benefit	Amount

10. Regular gifts or payments from anyone outside of the household?

Yes No

(This includes anyone supplementing your income or paying any of your bills.)

Household Member	Source of Benefit	Amount

11. Educational grants, scholarships, or other student benefits?

Yes No

(If yes, please attach proof of full-time enrollment/class schedule for a household member 18 or over who does not have any income)

Household Member	Source of Benefit	Amount

12. Regular payments from lottery winnings or inheritances?

Yes No

Household Member	Source of Benefit	Amount

13. Regular payments from rental property or other types of real estate transactions?

Yes No

Household Member	Source of Benefit	Amount

14. Any other income sources or types not listed above (services rendered, commissions, tips, bonuses, etc.)? **Yes** **No**

Household Member	Source of Benefit	Amount

15. Do you or any other household member expect any change in income in the next 12 months? **Yes** **No**

If YES, explain:

16. Please use this space to indicate if there are special circumstances related to your finance that we should be aware of:

Zero Income Verification:

Are YOU or is ANY OTHER ADULT member of your household claiming zero income?

Yes No If YES, who? _____

Asset Information:

Include all assets and the corresponding annual interest rate, dividends or any other income derived from the asset. An asset is defined as any lump sum amount that you hold in your name and currently have access to. Include the value of the asset and corresponding income from the asset in the space provided.

(An asset test will be applied to all applicants to determine whether they satisfy the income requirements. If an applicant has assets that exceed \$30,000, the following amounts will be added to the applicant's Gross Household Income to determine the household's Total Household Income: 1) 10% of all assets valued at between \$30,001 and \$130,000; 2) 30% of all assets valued over \$130,000)

(The maximum assets allowed are \$250,000. Households with assets in excess of \$250,000 will be disqualified)

INCLUDE ALL ASSETS HELD BY ALL HOUSEHOLD MEMBERS INCLUDING MINORS.

Do YOU or ANYONE in your household hold:

1. Checking or savings account?

Yes No

Household Member	Bank or Financial Institution	Amount

2. CDs, money market accounts or treasury bills?

Yes No

Household Member	Bank or Financial Institution	Amount

3. Stocks, bonds or securities?

Yes No

Household Member	Source (Broker's Information)	Amount

4. Trust funds?

Yes No

Household Member	Bank or Financial Institution	Amount

Are any of the above listed trusts irrevocable? Yes No

5. Pensions, IRAs, 401Ks, 403Bs, KEOGH or other retirement accounts?

Yes No

Household Member	Location of Account	Amount

6. Cash on hand?

Yes No

Household Member	Bank or Financial Institution	Amount

7. Surrender value of a whole life, universal life, or endowment insurance policy which is available to the policy holder before death?

Yes No

Household Member	Life Insurance Company	Amount

8. Real estate, rental property, land contract/contract for deeds or other real estates holdings? *(This includes your personal residence, mobile homes, vacant land, farms, vacation homes or commercial property)* **Yes No**

Household Member	Source of Benefit	Amount

9. Personal property as an investment? *(This includes paintings, coin or stamp collections, artwork collections or show cars and antiques. This does not include your personal belongings such as your car, furniture or clothing.)* **Yes No**

Household Member	Bank or Financial Institution	Amount

10. Do you have a safe deposit box containing contents with a monetary value? **Yes No**

Household Member	Description	Amount

Do you or anyone listed above own a vehicle?

Vehicle Identification:

- | | | | |
|----|------------|---------------|------------------|
| 1. | License #: | State Issued: | Make/Model/Year: |
| 2. | License #: | State Issued: | Make/Model/Year: |

Supporting Documentation Verification Checklist and Signature:

Along with your application, you must provide copies of the following items. **If items are not provided your application may be deemed incomplete and you will not be eligible for the affordable units.**

- ☐ Copy of Driver's License or I.D. Card of each person on title and *each household member 18 years or older.*
- ☐ Verification of income of all household members (four most recent paycheck stubs, Social Security award letter, etc.)
 - *Household members over the age of 18 but not working are required to submit a letter explaining their situation.*
- ☐ Most current and consecutive 6 months of every household member's checking account statements.
 - *Provide an explanation for all deposits shown on bank statements that are \$100 or more.*
- ☐ Most current and consecutive 2 months of every household member's savings account statements.
 - *Provide an explanation for all deposits shown on bank statements that are \$100 or more.*
- ☐ Most recent monthly or quarterly statement of every household member's retirement or financial accounts, (401k, IRA, stocks, bonds, CDs, mutual funds, etc.)
- ☐ Most current 3 years of federal tax returns with all attachments (W-2s, 1099s, etc.) along with current Profit & Loss Statement if self-employed. If prior year's tax return has not yet been filed (prior to April 15th), then also submit that year's W-2s, 1099s, etc, including information for calendar year 2019.
- ☐ Documentation to support the household's qualification within Priority Tiers 1-8.

Applicant represents that all information given on this application is true and correct. Applicant hereby authorizes verification of all references and facts, including but not limited to current and previous landlords and employers, and personal references. Applicant hereby authorizes owner/agent to obtain Unlawful Detainer, Credit Reports, Telechecks, and/or criminal background reports. Applicant agrees to furnish additional credit and/or personal references upon request. Applicant understands that incomplete or incorrect information provided in the application may cause a delay in processing which may result in denial of tenancy. Applicant hereby waives any claim and releases from liability and person providing or obtaining said verification or additional information.

Applicant: _____ **Date:** _____

Consumer Report Disclosure and Authorization

In connection with my application for housing, I understand that the property owner/agent may obtain one or more consumer reports, which may contain public information, for the purposes of evaluating my application. These consumer reports will be obtained from one or more of the following consumer reporting agencies:

- Equifax, E.C.I.F., P.O. Box 740241, Atlanta, GA, 30374-0241, (800) 685-1111
 - TransUnion, Regional Disclosure Center, 1561 Orangethorpe Ave., Fullerton, CA, 92631, (714)738-3800
 - Experian (TRW), Consumer Assistance, P.O. Box 949, Allen, TX, 75002, (888) 397-3742
-

Under California law, these consumer reports are defined as investigative consumer reports. These reports may contain information on my character, general reputation, personal characteristics and mode of living. In connection with my application for housing, I authorize owner/agent to obtain a consumer report from the consumer reporting agencies listed above.

Signature: _____

Name Printed: _____

Date: _____

PLEASE NOTE: Under Section 1786.22 of the California Civil Code, if you wish to dispute the accuracy or completeness of any item in the consumer report, you may contact the consumer reporting agency named above and request an investigation. You also may view the file maintained on you by the above credit reporting agency during normal business hours. You can receive a copy of your file by providing proper identification and paying any related-copy costs. You may also receive a summary of the file by telephone. The agency is required to have employees available to explain your file to you, and they must explain any coded information in your file. You can bring someone with you to view the file, so long as they have identification.

All questions that were answered YES on this application will be subject to verification. It will be your responsibility to provide management with all necessary information to properly process your application and verify your eligibility. This will include names, addresses, phone and fax numbers, account numbers (where applicable), and any other information required to expedite this process.

I understand that management is relying on this information to prove my household’s eligibility for The City of Beverly Hills Affordable Housing Program. I certify that all information and answers to the questions are true and complete to the best of my knowledge. I consent to release the necessary information to determine my eligibility. I understand that providing false information or making false statements may be grounds for denial of my application. I also understand that such action may result in criminal penalties.

I consent to have management verify the information contained in this application for purposes of proving my eligibility for occupancy. I will provide all necessary information and expedite this process in any way possible. I understand that my occupancy is contingent on meeting management’s resident selection criteria and The City of Beverly Hills Affordable Housing Program.

I understand that in compliance with the FAIR CREDIT REPORTING ACT the processing of this application includes but is not limited to making any inquiries deemed necessary to verify the accuracy of the information I provided, including procuring consumer reports from consumer credit reporting agencies and obtaining credit information from other credit institutions.

I hereby grant this property owner, Sharp Capital (which management company may be replaced subject to Home Owner’s Association authority and limitations) the right to process this application for the purpose of obtaining a Rental/Lease Agreement with this property. Additionally, I authorize all corporations, companies, law enforcement agencies, academic institutions, and current and former employers to release information they may have about me and release them from any liability and responsibility from doing so. A photographic or faxed copy of this authorization shall be as valid as the original.

All household members 18 and over must sign below:

Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

ANNUAL INCOME RECERTIFICATION PROCESS

If you are selected as a tenant of the affordable units, your tenancy will be subject to an annual income re-certification process. Rent can re-adjust depending on the annual increase amount, however it will still meet the affordable housing requirements. This annual re-certification process will involve you providing updated financial documents each year.

Acknowledgment: _____ Date: _____

SAMPLE LEASE

The following sample lease is provided for informational purposes only. No signatures or initials are required at this time.

1. Lease Contract

1.1 PARTIES AND LEASED PREMISES

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the <<Lease Start Date>>, by and between <<Property Name>> ("Owner") and <<Tenants (Financially Responsible)>>, jointly and severally (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at <<Unit Address>> (the "Leased Premises"), located within <<Property Name>> (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. If performance of this Agreement has been guaranteed by one or more third parties, separate guarantees will be attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

1.2 OCCUPANCY OF THE LEASED PREMISES

The Leased Premises may be occupied solely by Residents. No other persons may occupy or reside in, the Leased Premises in excess of either **ten (10)** consecutive days, or more than twice that number in any **three (3)** month period; otherwise, such persons shall be deemed to reside in the Leased Premises in violation of this Agreement. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and shall, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or an authorized occupant, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

1.3 TERM

This Agreement shall be for a fixed lease term beginning on <<Lease Start Date>> and end at **midnight** on <<Lease End Date>>. **At the end of the lease term, this Agreement shall automatically renew as a month-to-month tenancy unless, thirty (30) days or more prior to the final date of the lease term, either party gives written notice of termination or intent to vacate as required by this Agreement, or unless the parties agree otherwise in writing.** After the first year of occupancy, Owner shall give Residents at least sixty (60) days prior written notice of termination.

Any holding over by Residents at the expiration of the lease term with the consent of Owner shall create a month-to-month tenancy on the same terms and conditions set forth in this Agreement, subject to amendment by Owner as set forth in California Civil Code Section 827 and terminable by either party upon proper written notice, in accordance with the provisions of California Civil Code Section 1946.

1.4 SECURITY DEPOSIT

Residents have deposited with Owner the sum of <<Security Deposit Charges>>, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims above the amount of the security deposit.

Residents will be liable without limitation for the following charges, if applicable: a) failure to fully perform Residents' duties imposed by statute, this Agreement or any addendum to this Agreement; b) failure to clean, repair, or restore the Leased Premises and any appliances, furniture, fixtures, equipment and other property supplied by Owner to its condition at the commencement of the tenancy, except normal wear and tear, as evidenced by the inspection form; or c) failure to pay any rent, late payment charges, dishonored payment charges, utility charges or any other sums owed to Owner of this Agreement. Residents may not use the security deposit to pay any month's rent. Owner may withhold from the security deposit only such amounts as reasonably necessary to remedy Residents' defaults including, but not limited to, the charges listed in this section.

1.5 RENT

Residents agree to pay to Owner monthly, as rent for the Leased Premises, the sum of: <<Monthly Charges>> Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the **1st** day of each month in the form of **online payment, personal check, cashier's check or cash**. Rent and all other sums due to Owner will be payable to:

<<Property Name>>

<<Company Address>> Rent payments may be made at any time in person via the rent drop box located at: <<Property Address>>

Payments made will not be held at the request of anyone - all payments made will be directly deposited. If in any month, rent is not paid before the **6th** day of the month, payment must be in the form of money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the **1st** day of the month, any payment tendered following service of said notice must be in the form of money order. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

- **First Payment.** If Residents fail to pay the first month's rent on or before the date this Agreement begins, Owner may terminate this Agreement and recover damages including, but not limited to, future rents (less any mitigation) and other lawful charges. The first payment of rent must be payable in the form of money order only.
- **Online Payments.** Residents are permitted to make rent payments via an online web-based service. Payment of rent online, while such service is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such service is used is Residents', and not Owner's, risk. Furthermore, Residents hereby agree not to chargeback any rent payments made by credit card, debit card, EFT, ACH or any other electronic means to Owner. Residents shall pay Owner a sum of **\$75.00** for the first chargeback and a sum of **\$35.00** for any additional chargebacks, as liquidated damages. Residents shall pay the rent and applicable late charges by money order. If Residents' rent payment made by credit card is charged-back more than **two (2)** times in any **six (6)** month period, Residents may be required to pay all future rent and other charges by money order.

1.6 LATE PAYMENTS AND FEES

Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with state law at any time after the payment is due. If Residents don't pay rent on time, Residents will be delinquent and all remedies under this Agreement will be authorized. Owner will also have all other remedies for such violation as allowed by this Agreement and by law, including the submission of a negative credit report to a credit reporting agency, which may result in lowering Residents' credit score.

- **Late Payments.** If Owner has not received the full rent payment within **five (5)** day(s) after it is due to be received under this Agreement, Residents shall pay a sum of **\$100.00**, as a liquidated damage. Residents are considered to be in material non-compliance for chronic late payment after **three (3)** late payments in a twelve (12) month period.
- **Dishonored Payments.** Residents shall pay Owner a sum of **\$75.00** for the first returned payment and a sum of **\$75.00** for any additional payments, as liquidated damages. If Residents' rent payment is returned, Residents shall pay the rent and the applicable late charges by money order. If Residents' rent payment is returned more than **two (2)** times in any **six (6)** month period, Residents may, at Owner's option, be required to pay all future rent and other charges by money order plus any and all costs required in the collection of said payment.

1.7 PAYMENTS

At Owner's option and without notice, Owner may apply money received (other than sale proceeds from property left in the Leased Premises, or utility payments subject to governmental regulations) to the following: first to any of Residents' unpaid obligations, then to current rent - regardless of notations on checks, money orders, or other forms of payment and regardless of when the obligations arose. All sums other than rent are due upon Owner's demand. After the due date expiration of a Notice to Pay Rent or Quit, Owner does not have to accept the rent or any other payments.

1.8 COMPLIANCE WITH RULES, LAWS, AND REGULATIONS

Residents acknowledge receipt of a copy of the Policies, Procedures and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules with a thirty (30) day notice, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any members of their household, occupants, guests or invitees while they are at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or fire, safety, health, or criminal laws and regulations; 2) Residents or any members of their household give incorrect or false answers in a rental application; 3) Residents or any members of their household is convicted for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia under a State statute, or any sex-related crime, including a misdemeanor, occurring at the Residential Community; or 4) any illegal drugs or paraphernalia are found in the Leased Premises.

1.9 MULTIPLE RESIDENTS OR OCCUPANTS

Residents are jointly and severally liable for all obligations under this Agreement. If Residents or any members of their household, occupants, guests or invitees violate this Agreement, the Rules, or any other rules, Residents are considered to have violated this Agreement. Owner's requests and notices (including sales notices) to Residents or any members of their household, occupants, guests, or invitees constitute notice to Residents.

Notices and requests from Residents or any members of their household (including notices of lease termination, repair requests, and entry permissions) constitute notice from all Residents. Security deposit refunds and deduction itemizations of Residents will comply with this Agreement and will only be sent to one (1) Resident in the name of all Residents, which shall constitute notice to all Residents, and shall be deemed sent to all Residents.

- **Replacements and Subletting.** Replacing a resident, subletting, or assignment is allowed only when Owner consents in writing. If departing or remaining residents find a replacement resident acceptable to Owner before moving out and Owner expressly consents to the replacement, subletting, or assignment, then: 1) the Reletting Charge will not be due; 2) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and 3) the departing and remaining residents will remain liable for all obligations under this Agreement for the rest of the original term. If Owner approves a replacement resident, then, at Owner's option: a) the replacement resident must complete an application to rent and be approved under the application approval guidelines of Owner; b) the replacement resident must sign this Agreement without an increase in the total security deposit; or c) the remaining and replacement residents must sign an entirely new Residential Lease Contract. Unless Owner agrees otherwise in writing, Residents' security deposit will automatically transfer to the replacement resident as of the date of Owner's approval. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Residential Lease Contract term unless Owner agrees otherwise in writing—even if a new Residential Lease Contract is signed—and an Amendment to this Agreement is executed.
- **Short Term Rentals.** Residents are prohibited from offering all or part of the Leased Premises for short-term rental, such as through AirBNB, VRBO or other such sites. Any person who is not a Resident or a member of their household, who occupies any portion of the Leased Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not an occupant, guest, or invitee. This constitutes attempted subletting or assignment under this Agreement.
- **Assignment by Owner.** During the tenancy, Owner may transfer or encumber Owner's interest in the Residential Community. Residents must look solely to Owner's transfer for performance of Owner's obligations relating to the period after the transfer. Residents' obligations under this Agreement will not otherwise be affected by any transfer. Residents' rights in the Leased Premises are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Residential Community, Residents agree to recognize the purchaser as the owner under this Agreement if Residents are requested to do so.

1.10 USE OF LEASED PREMISES AND COMMON AREAS

Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or any members of their household, occupants, guests or invitees. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent—any lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) Businesses allowed in a home by State statute will be permitted with proper licensing and notification provided to the Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest, occupant or Resident in the Residential

Community. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

1.11 LEASED PREMISES AND FURNISHINGS

Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to the starting date of this Agreement. All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or any members of their household, occupants, guests or invitees. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of the Owner. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with state law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

1.12 UTILITIES

Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: Gas and trash

Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by the Residents, whichever is longer. Residents must not allow utilities to be disconnected - including disconnection for not paying bills - until the lease term or renewal period ends. Residents shall not waste utilities supplied by Owner. Residents shall properly use all electrical, gas and plumbing fixtures and appliances. Residents shall not install or operate any additional equipment or appliance including but not limited to additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due it shall be considered a default under this Agreement. Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from the Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. When the Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

If a utility is individually metered, it must be connected in Residents' names and Residents must notify the utility provider of Residents' move-out date so the meter can be timely read. If Residents delay getting it turned on in Residents' name by lease commencement or cause it to be transferred back into Owner's name before Residents surrender or abandon the Leased Premises, Residents will be liable for a sum of \$100.00, as a liquidated damage, plus the actual or estimated cost of the utilities used while the utility should have been connected in Residents' names. If Residents are in an area open to competition and the Leased Premises is individually metered, Residents may choose or change Residents' retail electric provider at any time. If Residents qualify, Residents' provider will be the same as Owner's, unless Residents choose a different provider. If Residents choose or change Residents' provider, Residents' must give Owner written notice. Residents must pay all applicable provider fees, including any fees to change service back into Owner's name after Residents move out.

Residents will be responsible for the following utilities: Electric, Water, and Gas

1.13 DAMAGES, ALTERATIONS AND REPAIRS

Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures

at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs.

Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

IF RESIDENTS OR ANY MEMBER OF THEIR HOUSEHOLD NEEDS TO SEND A NOTICE OR REQUEST - FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OWNERSHIP DISCLOSURE OR SECURITY-RELATED MATTERS - ALL NOTICES MUST BE SIGNED AND IN WRITING TO OWNER (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair housing accommodation or modification). Owner's written notes on Residents' verbal/oral request do not constitute a written request from Residents. Owner's complying with or responding to any verbal/oral request regarding security or any other matters does not waive the strict requirement for written notices under this Agreement. Residents must promptly notify Owner in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Leased Premises if the work is done reasonably without substantially increasing Residents' utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Residents must notify Owner's representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, Residents must notify Owner as soon as possible on a business day. Owner will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If Owner believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Residents, Owner may terminate this Agreement by giving Residents reasonable notice. Owner may also remove personal property if it causes a health or safety hazard. If this Agreement is so terminated, Owner will refund prorated rent and all deposits, less lawful deductions.

1.14 RISK OF LOSS OF RESIDENTS' PROPERTY

Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere on the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents, any members of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by the Owner or the Owner's agents.

Additionally, Residents are required to purchase personal liability insurance. Failure to maintain personal liability insurance is a breach of this Agreement and may result in termination of tenancy and eviction and/or any other remedies provided by this Agreement or state law.

1.15 LIQUID FILLED FURNITURE

Liquid filled furniture is allowed only with proper insurance coverage, and prior written approval of Owner. Residents must provide Owner with at least 24-hours written notice prior to the installation, removal or movement of any liquid-filled furniture and Owner has the right to be present at the time of such installation, removal or movement. Installation, movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the higher degree of safety. No aquariums over 10 gallons are permitted without prior written consent of the Owner. Any damages to the Leased Premises, community or other community residents' belongings as a result of leaks from liquid filled furniture will be replaced at the expense of Residents. Damages caused by the liquid filled furniture to other residents' belongings will give Owner permission to provide necessary Residents' information to all parties affected by the damage.

A certificate of insurance in the amount of \$30,000.00 evidencing liquid filled furniture coverage must be provided to Owner prior to Residents bringing any liquid-filled furniture into the Leased Premises.

Residents agree to comply with all requirements and conditions of CAL. CIV. CODE § 1940.5 in connection with the use of a waterbed or other furniture containing a liquid filling material on the leased premises.

1.16 ANIMALS

No animals are permitted without the prior written consent of the Owner. Any such consent may be revoked at any time, with or without cause, by giving fourteen (14) days written notice to the Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting", shall be deemed a material breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.

1.17 HOLD HARMLESS FOR GUESTS

Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' occupants, guests, invitees or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from the Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner.

1.18 DELIVERY OF LEASED PREMISES

Residents understand that, for reasons beyond the control of Owner, Owner may not be able to deliver possession of the Leased Premises to Residents on the commencement date if, for example, a former resident of the Leased Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled commencement date, this Agreement shall remain in force, and Residents' remedies in this event shall be limited to the following: 1) abatement of rent on a daily basis during delay; or 2) Residents may terminate this Agreement until the date that Owner delivers possession. Owner shall have no liability to Residents if there is a delay of possession other than promptly to refund any monies paid, in the event of termination. Rent abatement or termination of this Agreement does not apply if delay is for cleaning or repairs that don't prevent Residents from occupying the Leased Premises.

1.19 RESPONSIBILITIES OF OWNER

Owner will act with customary diligence to: 1) keep common areas reasonably clean; 2) maintain fixtures, hot water, heating, and any A/C equipment; 3) comply with all applicable laws regarding safety, sanitation, and fair housing; and 4) make all reasonable repairs, subject to Residents' obligation to pay for damages for which Residents are liable.

If the Leased Premises becomes "untenable", under the applicable provisions of California Civil Code, Residents may terminate this Agreement by following the appropriate statutory procedures and Residents may exercise any applicable statutory remedies including the right to repair and deduct the cost from rent afforded CAL. CIV. CODE § 1942.

1. **Security.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request. Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

1.20 ACCESS

Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; or 7) under any other circumstances permitted by state law.

Owner will give Residents at least **twenty-four(24)** hours' notice of Owner's intent to enter unless a) an emergency exists, b) Residents have abandoned or surrendered the Leased Premises, or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless i) an emergency exists, ii) Residents have abandoned or surrendered the Leased Premises, or iii) Residents consent, at the time of an entry that is not during normal business hours, to the entry.

Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

1.21 REMEDIES IN THE EVENT OF DEFAULT

Owner and Residents agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by Residents of a condition, covenant, or provision of this Agreement will constitute a material breach. For any material breach by Residents, Owner may provide Residents with a written notice that describes the breach and demands that Residents cure the default (if a cure is possible). If Residents do not cure the default within the greater of the time provided in the notice or the time period required by state statute, or if a cure is not possible, this Agreement may be terminated by Owner.

No action by Owner, except a written notice of termination given to Residents, shall be deemed a termination of this Agreement. Specifically, the following do not constitute a termination of Residents' right to possession: 1) Owner's acts of maintenance or preservation of the Leased Premises; 2) Owner's efforts to relet the Leased Premises; 3) The appointment of a receiver on Owner's initiative to protect Owner's interest under this Agreement; or 4) Owner's withholding of consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate Residents' rights to sublet or assign as specified in this Agreement.

If Residents move out early without Owner's written consent or without paying Owner a negotiated lease termination fee, Residents will be liable to Owner for actual damages, including liability for rents during the entire remainder of Residents' lease term (less mitigation and for the cost of finding and processing a replacement resident, paying a locator-service, fees, cleaning, make-ready costs, recouping rent concessions, etc.). In addition to any other rights and remedies allowed by law, Owner shall have the remedies set forth in CAL. CIV. CODE § 1951.2.

Residents or any occupants, invitees, or guests must not hold over beyond the date contained in Residents' move-out notice or Owner's notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: a) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; b) rent for the holdover period will be increased to market rents, without notice; c) Residents will be liable to Owner (subject to Owner's mitigation duties) for all rent for the full term of the previously signed Residential Lease Contract of a new resident who can't occupy because of the holdover; and d) at Owner's option, Owner may extend the lease term - for up to one month from the date of notice of lease extension - by delivering written notice to Residents or the Leased Premises while Residents continue to hold over.

1.22 MOVE-OUT NOTICE PROCEDURES

Before moving out, Residents must give Owner advance written move-out notice as provided in Section 1.3 of this Agreement. Residents' move-out notice will not release Residents from liability for the full term of this Agreement or the renewal term. Residents will still be liable for the entire lease term if Residents move out early, except as described in the section titled Military Personnel Release or by a written addendum or amendment signed by both parties. **RESIDENTS' MOVE-OUT NOTICE MUST COMPLY WITH THE FOLLOWING:** 1) Residents' Move-Out Notice must be in writing; 2) Residents' Move-Out Notice must not terminate this Agreement sooner than the end of the lease term or the renewal period; and 3) Owner must receive advance written notice of Residents' move-out date. The advance notice must be at least the number of days of notice required by this Agreement. However, if a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements above are met.

RESIDENTS' NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Residents must obtain from Owner a written acknowledgment that Owner received Residents' Move-Out Notice. If Owner terminates this Agreement, Owner must give Residents the same advance notice - unless Residents are in default.

The move-out date can't be changed unless both parties agree in writing. Residents won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under this Agreement and applicable law. Residents are prohibited from applying any security deposit to rent. Residents will not stay beyond the date Residents are supposed to move out. Residents must give Owner and the U.S. Postal Service, in writing, each Residents' forwarding address.

Residents have the right to request an initial inspection of the Leased Premises to occur no earlier than two weeks before termination of the tenancy. If requested, Owner will inspect the Leased Premises and provide Residents with a list of repairs to be made at Residents' expense. The purpose of this inspection is to allow Residents the opportunity to identify and correct any deficiencies in the Leased Premises in order to avoid security deposit deductions. Residents have the right to be present during that inspection.

- **Cleaning.** Residents must thoroughly clean the Leased Premises, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Residents must follow move-out cleaning instructions if they have been provided. If Residents don't clean adequately, Residents will be liable for reasonable cleaning charges - including charges for cleaning carpets, draperies, furniture, walls, etc.
- **Carpet Cleaning Services.** If Residents choose to have carpets cleaned it must be performed by an approved third party professional carpet cleaning service and receipt of services rendered must be provided to Owner upon move-out. Otherwise Owner reserves the right to use a portion of the security deposit to professionally re-clean the carpets.

1.23 PERSONAL PROPERTY OF RESIDENTS

Upon vacating the Leased Premises, Residents shall remove all personal property from the Leased Premises. If any personal property is left in the Leased Premises, Owner will provide Residents, by first class mail, postage prepaid (to the subject premises unless another address has been provided by Residents) the notice to reclaim abandoned property required by CAL. CIV. CODE § 1984. Owner shall store any such personal property for eighteen (18) days. If within that time period, Residents do not claim said property and pay for the costs of storage, Owner may dispose of said items, deemed in Owner's good faith discretion to be worth less than \$700.00 in value, in any manner Owner chooses.

1.24 DEPOSIT RETURN, SURRENDER, AND ABANDONMENT

Owner will mail Residents the security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than twenty-one (21) days after surrender or abandonment, unless statutes provide otherwise. When there are multiple residents residing in the

Leased Premises, Owner has no obligation to apportion the security deposit refund among them. Owner may mail the security deposit refunds, in the form of a joint check that lists each of the multiple residents, and deduction itemization to Residents' last known address unless a return address is provided. Delivery of the security deposit refund to any one of the multiple residents shall be deemed delivery to all Residents.

Residents have abandoned the Leased Premises when all of the following have occurred: a) Residents' rent has been due and unpaid for at least fourteen (14) days; b) Owner has given Residents written notice of such belief and Owner's intent to terminate this Agreement because of Residents' delinquency; c) Owner's notice of abandonment follows substantially the form in CAL. CIV. CODE § 1951.3(d); d) such notice is given by (i) personal delivery to Residents; or (ii) first class mail, postage prepaid to Residents' last known address; e) the lease termination date in that notice is at least fifteen (15) days after personal delivery or eighteen (18) days after mailing; and f) such fifteen- or eighteen-day notice period has expired without response from Residents as per CAL. CIV. CODE § 1951.3. If Owner has reason to believe Residents won't receive the notice at ~~Owner's~~ Owner's-Resident's last known address, Owner will, at the same time Owner mails the above notice to Residents' last known address, mail a copy of any other addresses that are known to Owner where Residents could reasonably be expected to receive the notice.

Surrender, abandonment, or judicial eviction ends Residents' right of possession for all purposes and gives Owner the immediate right to: clean up, make repairs in, and relet the Leased Premises; determine any security deposit deductions; and remove property left in the Leased Premises. Surrender, abandonment, and judicial eviction affect Residents' rights to property left in the Leased Premises, but do not affect Owner's mitigation obligations.

1.25 RELEASE OF RESIDENTS

Unless Residents are entitled to terminate this Agreement by law or pursuant to its terms, Residents will not be released from this Agreement for any reason - including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

- **Military Personnel Release.** Residents may terminate this Agreement if Residents enlist or are drafted or commissioned in the U.S. Armed Forces. Residents may also terminate this Agreement if: 1) Residents are (i) members of the U.S. Armed Forces or Reserves on active duty or (ii) members of the National Guard called to active duty for more than thirty (30) days in response to a national emergency declared by the President; and 2) Residents (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for ninety (90) days or more, or (iii) are relieved or released from active duty. After Residents deliver to Owner written termination notice, this Agreement will be terminated under this military clause thirty (30) days after the date on which Residents next rental payment is due. Residents must furnish Owner a copy of Residents' military orders, such as permanent change-of-station orders, callup orders or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After Residents move out, Owners will return Residents' security deposit, less lawful deductions. For the purposes of this Agreement, orders described in 2(iii) above will only release Residents who qualify under 2(i) and 2(ii) above and receive the orders during the term of this Agreement and such Residents' spouse or legal dependents living in the Residents' household. A co-resident who is not a spouse or dependent of Residents' cannot terminate under this military clause. Unless Residents state otherwise in the Agreement, Residents represent when signing this Agreement that: i) Residents do not already have deployment or change-of-station orders; ii) Residents will not be retiring from the military during the lease term; and iii) the term of Residents' enlistment or obligation will not end before the term of this Agreement ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if Residents move out (less mitigation). Residents must immediately notify Owner if Residents are called to active duty or receive deployment or permanent change-of-station orders.

1.26 MISCELLANEOUS

Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Agreement is the entire agreement between Owner and Residents. All remedies are cumulative. This Agreement binds and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Owner and Residents; provided, however, that nothing in this paragraph shall be construed as a consent by Owner to any assignment of this Agreement or any interest in it by Residents. Neither an invalid clause nor the omission of initials on any page invalidates this Agreement. This Agreement is subordinate to existing and future recorded mortgages, unless the Owner's lender chooses otherwise. All obligations in this Agreement must be performed in the county where the Leased Premises is located.

- **Notices.** Any notice that Owner gives to Residents shall be deemed properly served (whether or not actually received by Residents) if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Owner fails to serve the notice in accordance with the provisions of Code of Civil Procedure Section 1162, but Residents actually receive the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Residents of the Premises shall be deemed valid service upon all Residents - it is not necessary individually to serve each Resident unless otherwise required by law.
- **Registered Sex Offender Notice.** Pursuant to CAL. PENAL CODE § 290.46, 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.
- **Proposition 65.** The state of California requires Owners to warn Residents if the Premises as well as the common areas in and around the Residential Community contain at least one (1) of the following chemicals known to the State of California to cause cancer or reproductive toxicity, and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead

and lead components, asbestos, carbon monoxide and gasoline components. More information on specified exposures is available at www.prop65apt.org and CAL. HEALTH & SAFETY CODE § 25249.

- **Estoppel Certificate.** Residents agree to sign and deliver to Owner an estoppel certificate, in a form provided by Owner, within **three (3)** days of receipt. The estoppel certificate acknowledges that: 1) this Agreement is in full force and effect and is unmodified (except as specifically set forth); and 2) Residents have no claims against Owner (except as specifically set forth). Failure to comply with this requirement shall be deemed to be an acknowledgment by Residents that the facts set forth in the estoppel certificate are true, and may be relied on by a purchaser or lender.
- **Attorney's Fees.** In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising hereunder, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorney's fees, incurred in such litigation, not to exceed a maximum total of **one thousand dollars (\$1,000.00)** in fees and/or costs. In the event any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An eviction or unlawful detainer action shall be considered an action relating to this Agreement and thus subject to this provision.
- **Zero Tolerance Crime Policy.** Residents, any member of their household, occupants, guests, invitees, or other persons under the control of the Residents shall not engage in criminal activity, including drug-related criminal activity, on or near the Residential Community or the Leased Premises. "Drug-related criminal activity" means the intentional illegal manufacture, sale distribution, use, or possession of a controlled substance (per 21 U.S.C. § 802). Residents, any member of their household, occupants, guests, invitees, or other persons under the control of Residents shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti or otherwise, on or near public or private property and the Leased Premises. Residents, any member of their household, occupants, guests, invitees, or other persons under the control of Residents shall not permit the Residential Community or the Leased Premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity are the Residents, any member of their household, occupants, guests, invitees, or other persons under the control of Residents. Residents, any member of their household, occupants, guests, invitees, or other persons under the control of Residents shall not engage in the unlawful manufacturing, selling, using, storing, keeping, possessing, or giving of a controlled substance at any location within, or near the Residential Community or the Leased Premises. Residents, any member of their household, occupants, guests, invitees, or other persons under the control of Residents shall not engage in any illegal activity, including, but not limited to, prostitution, criminal street-gang activity, threatening or intimidating any person whomsoever, assault, the unlawful discharge of firearms or unlawfully brandishing any weapon whatsoever, or any breach of this Agreement that jeopardizes the health, safety and welfare of the Owner, other tenants, or any other person whomsoever, or involving imminent serious property damage. Violations of the above provisions shall be a material and irreparable violation of this Agreement, and good cause for termination of the tenancy. A single violation of any provision of this Zero Tolerance Crime Policy shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that such single violation shall be good cause for immediate termination of this Agreement.
- **Domestic Violence.** Upon written request by the victim of domestic violence, Owner will change the locks within 24 hours and provide the protected Resident a key to the new lock. Resident may terminate this Agreement if Resident is a victim of domestic violence. Resident or other household member must make a request to terminate this Agreement within sixty (60) days of the date the restraining order was issued or the police report was written. Resident that is the victim of domestic violence is responsible for the payment of rent for fourteen (14) days following the written notice. If the Leased Premises is occupied by other Residents, the obligation to pay rent will continue until the end of this Agreement. Resident must provide: (i) a copy of the restraining order or emergency protective order lawfully issued within the last one hundred-eighty (180) days; or (ii) a copy of a written report, written within the last one hundred-eighty (180) days, by a peace officer employed by the State or local law enforcement agency acting in official capacity, stating that the Resident or household member has filed a report alleging that the Resident or a household member is a victim of domestic violence, sexual assault or stalking. Owner may terminate this Agreement or elect not to renew this Agreement if: (i) Resident allows the person against whom the protective order has been issued or who was named in the police report of the act or acts of domestic violence, sexual assault or stalking to visit the Residential Community; or (ii) Owner reasonably believes that the presence of the person against whom the protection order has been issued or who was named in the police report that outlines the act or acts of domestic violence, sexual assault or stalking poses a physical threat to other Residents, household members, guests or employees or to a Resident's right to quiet possession of the Leased Premises.
- **Bedbugs.** Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have inspected the Leased Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Leased Premises. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.
- **Noise.** The Residential Community is located near an area where neighborhood social activity may continue late into the evening. Owner and its employees are not responsible for the actions of the public or private establishments, and cannot control the level of noise that may exist after hours. Residents acknowledge that these conditions may affect Residents' use and quiet enjoyment of the Leased Premises, and Residents accept these conditions as noted.
- **Electronic Signatures.** The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

1.27 DISCLOSURE RIGHTS

If someone, who Owner reasonably believes is an authorized representative of any government or law enforcement agency or a business affiliate, requests information on Residents or Residents' rental history for law enforcement, governmental, or business purposes, Owner may provide it, with or without a warrant.

1.28 WAIVER

Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

1.29 SEVERABILITY

If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement remains in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

1.30 ATTACHMENTS TO THE AGREEMENT

Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Policies, Procedures and Rules

Animal Addendum (if applicable)

Access, Parking and Storage

Moisture Disclosure Statement

No Smoking Addendum

Utilities Addendum

1.31 SIGNATORIES

This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

This Agreement provides in Section 1.3 of the Residential Lease Contract for the automatic renewal of this Agreement as a tenancy from month-to-month at the expiration of the initial lease term unless 1) proper move-out or vacate notice is given; or 2) Residents and Owner agree otherwise in writing.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Policies, Procedures and Rules

2.1 COMMUNITY POLICIES

This Addendum to the Residential Lease Contract (this "Addendum") dated the <<Lease Start Date>> between Owner of <<Property Name>> ("Owner") and <<Tenants (Financially Responsible)>> ("Residents") for the premises located at (the "Leased Premises"): <<Unit Address>><<Property Name>>, strives to make your living experience in our community pleasant and comfortable. The following policies were designed for your comfort and convenience, for you and your neighbors. Residents are responsible for reviewing all policies with all household occupants and guests. Please take time to thoroughly review the use of the Leased Premises, Residential Community, its equipment and facilities.

"Premises" as used in the Community Policies include not only the Leased Premises, but all of the land and improvements including any parking lots, driveways and common areas privately owned by the Owner and generally referred to as the Community.

Office Telephone #: (XXX)XXX-XXXX

Maintenance #: (XXX)XXX-XXXX or online at <https://XXXX.COM>

Office Address: XXX XXXXX STREET, CA 90210

Office E-mail Address: _____@_____.COM

Amenities:

Fitness Center Hours: 6:00am-10:00pm

Quiet Hours: 10:00pm to 9:00am

2.2 PROPERTY/MOVE-IN INFORMATION

BUSINESS: Residents shall not use the Leased Premises or permit the Leased Premises to be used for any business purpose, without the prior written consent of Owner or as allowed by law.

EXTENDED ABSENCES: Residents should advise Owner of any planned absence for an extended period of time.

MAIL AND NEWSPAPERS: Only registered Residents are to receive mail. All mail must contain the full address of your residence, which includes the number of the Leased Premises as well as the building number - if applicable. Unwanted or "throw-away" advertising should be disposed of properly.

PARCELS: Residents are responsible for making arrangements for parcel delivery that does not fit in the provided mail receptacle. Owner representatives are not authorized to sign for parcels. This includes parcels from UPS, Federal Express, U.S. Postal Service or other mail and delivery services. The property is equipped with an Amazon Hub package locker system. In no event shall Amazon Hub, the property owner and property manager, or any of their subsidiaries and affiliates, any other party that provides equipment, software, or services for the services, or any of their managers, members, officers, directors, employees, agents, service providers, contractors, or subcontractors be liable to Resident for any loss including, without limitation loss of data, injury, or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this agreement or the text alerts service even if Owner has been advised of the possibility of such loss, injury, or damages. Resident agrees to hold Amazon Hub, the property owner and property manager, or any of their affiliates or subsidiaries, harmless for any such loss, injury, or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to Resident.

PREMISES INSPECTION: Each new Resident has confirmed in writing the condition of the Leased Premises on the Move-in/Move-out inspection form. This form is designed to record the condition of the Leased Premises at the time of move-in and to help determine the final disposition of the security deposit after terminating residency. Periodically, Owner may enter each Leased Premises to check the smoke and/or carbon monoxide detector(s), replace the air conditioner/heater air filter, and to properly maintain the equipment in the Leased Premises. Residents will be notified of the inspections with a written notice 24hours in advance. Inspection will be conducted during reasonable business hours. Upon vacating, Residents are entitled to an inspection of the Leased Premises to assess move-out charges.

QUIET HOURS: Quiet hours are established to be respectful of your neighbors. Residents shall not make nor permit any disturbing noises in their Leased Premises and on the grounds of the Community. Residents are responsible for the actions of their family, invitees, and/or guests. Radio, television, record players, musical instruments, or any other noise producing device shall not be played or permitted to be played so as to disturb neighbors during quiet hours. Vacuum cleaners, dishwashers, disposals, laundry or other noise-producing appliances shall not be operated during quiet hours.

2.3 USE OF PREMISES

ALTERATIONS OR ADDITIONS: Residents shall not make any alterations or additions to the Leased Premises. If any repairs, alterations or additions are necessary, Residents shall notify Owner in writing. Residents shall make no repairs, alterations, exterior alterations including, but not limited to, posting of signs, flags, plants on ledges and wind chimes, additions to the dwelling structure inside or out without first obtaining written consent from Owner. American flags may be displayed within the laws of the state and proper flag etiquette. Interior alterations include but are not limited to, changing light fixtures, painting, hanging wallpaper, etc.

BARBECUES: Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the premises or on patios, balconies or breezeway areas. Any use of open flame is prohibited including but not limited to barbecues and torches.

GAS BURNING FIREPLACE POLICIES:

1. The fireplace (if present) in the Leased Premises does NOT burn wood or wood-related products. Residents will not alter anything in their fireplace at any time.
2. Please be responsible for informing your houseguests and other visitors not to put any foreign objects in or closely around the gas-burning fireplace.

OUTWARD APPEARANCE: Alterations that affect the outward appearance of the Community, such as installing personal window coverings, foil on windows, towels, blankets or clothing draped over balconies or partitions, are not permitted. Signs or advertising materials will not be permitted to be posted. No foil, sign advertisement, poster, or similar display, shall be affixed to any door, window or exterior wall, that may be visible from the outside of the building by other residents. Flags may be displayed within the rentable space of the Leased Premises. Flags cannot hang over the side of patios, balconies or be attached to the exterior walls of the building, unless otherwise allowed by law.

SMOKE DETECTOR: A smoke detection device has been installed in each Leased Premises. Residents acknowledge the smoke detector(s) was/were tested and its operation demonstrated by the Owner in the presence of Residents at the time of initial occupancy and the detector(s) in the Leased Premises was working properly at that time.

Each Resident understands that said smoke detector(s) and device is a hard-wired with battery back up unit and it shall be each Resident's responsibility to: 1) ensure that the battery is in operating condition at all times; 2) replace the battery as needed (unless otherwise provided by law) -- a periodic "chirping" usually means the battery is in need of replacement; and 3) if, after replacing the battery, the smoke detector(s) does not work, inform the Owner Representative immediately in writing.

Residents shall perform the manufacturer's recommended test to determine if the smoke detector(s) is/are operating properly at least once per month. Resident must inform the Owner Representative immediately in writing of any defect, malfunction or failure of any detector(s).

In accordance with California Law, Resident shall allow Owner access to the Leased Premises for the purpose of correcting any such defect, malfunction or failure. Residents are not to disable the smoke detector for any reason. Disabled smoke detector puts life at risk. REMOVING OR TAMPERING WITH A SMOKE DETECTOR(S) will be considered cause for termination of residency. Residents will be assessed a charge of \$200.00 for tampering with or removing the smoke detector.

SPRINKLER SYSTEMS: The Leased Premises you occupy may be equipped with an automatic sprinkler system. Residents agree to use caution when moving furniture and avoid hanging objects or clothes from the sprinkler heads. A simple depression of the sprinkler head will result in a total draining of the water from the sprinkler system. Do not hang clothing, hangers or other objects from the sprinkler heads. Residents will be held liable for all damages to the Leased Premises, flood clean up and personal property damage caused by triggering the sprinkler system by improper use or damage.

1. The Leased Premises does have a fire sprinkler system.
2. The Leased Premises does have a fire alarm system.
3. The Leased Premises does not have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to Residents.
4. The Leased Premises does not have an emergency relocation plan. The emergency relocation plan, if any, has been provided to Residents.

5. The Leased Premises **does not** have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to Residents.

2.4 CARE OF EQUIPMENT AND PREMISES

Cabinet Care: Cabinet surfaces can last anywhere from -10 to 15 years with proper care and maintenance. The following guidelines should be used to maintain your cabinets;

1. Clean the finish with a damp cloth/sponge etc. Please do not leave soap on the top of the surface.
2. Do not use acidic or abrasive cleaners or oils on the cabinets.
3. Do not use abrasive scrubbing pads, as this will scratch and dull the surface.
4. All chemicals must be kept away from the finish. These chemicals include but are not limited to cosmetics, hair dyes, perfumes, which may stain or otherwise mar the finish. Introduction of any of these chemicals onto the finish would be considered damage and the cost of replacement will be resident's responsibility
5. No stick on contact paper is to be applied to any shelves or drawers.

Drains: Proper use of the plumbing fixtures and drain systems is essential to prevent clogs and back up. Do not dispose of leftover grease or cooking oil down sink drains. Do not flush non-flushable items such as paper towels, rags, tampons, condoms, wipes or O-tips in toilet. Preventing water back up of any kind will avoid damages to your personal belongings and the Leased Premises. Residents will be charged for costs due to improper disposal of items that results in drain clogs.

Emergency Water Shut-Off: If you need to turn off your water supply quickly, you will find a shut-off valve for the bathroom and kitchen in the cabinet below the sinks. The toilet shut-off valve is located underneath the toilet tank.

Equipment: The Leased Premises is provided with Refrigerator, Stove/Oven, Garbage Disposal, Dishwasher, Microwave/Hood and Air-conditioning. Some units also have Washers/dryers, and fireplaces. Residents assume responsibility for any misuse of this equipment. Owner will assist with any questions as to the procedures for proper operation of the equipment. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the Leased Premises without prior written consent of Owner. Residents agree to utilize washers provided by the Community within the specifications of the manufacturer. Residents will not overload the washer. Residents agree to immediately inform Owner of repair needs. Residents understand that over a period of time, washer hoses can loosen or come free. Residents agree to regularly check hoses to make sure they are secure.

Garbage Disposal: Before turning on your disposal, make sure you have cold water running into the sink. Please keep in mind that your disposal is designed for food only. Never use to grind bones, egg shells, coffee grounds or other non-food items. Residents will be charged for costs due to drain clogs due to misuse.

Hardwood/Laminate/LVT Floors: Hardwood/Laminate/LVT Floors are included in the Leased Premises.

1. Residents are required to cover 70% of all hardwood/laminate/LVT surface floors with carpets, rugs or mats that will minimize noise.
2. At no time should wax or varnish coating be used.
3. For dry maintenance, a duster or soft broom should be used.
4. For damp maintenance, water or a floor cleaner can be used. Floors must be wiped dry immediately following any moisture contact. Never use detergents.
5. Place rugs or floor mats on heavy traffic areas to avoid excess wear and tear.
6. Never use a steam cleaner.
7. Occasionally vacuum or sweep to eliminate loose dust and debris.
8. Wipe soiled spots with a cloth dampened with clean water or laminate floor cleaner. Make sure the cloth is thoroughly wrung out. Never flood the floor with water or cleaner.
9. After damp cleaning, dry the floor thoroughly with a clean cloth.
10. Use felt or plastic caps over the bottom of furniture to prevent damage to both the furniture and floors. Avoid the use of rolling desk chairs.
11. Do not place potted plants on the hardwood/laminate/LVT floors. The moisture from watering may cause damage.
12. Resident will be responsible for any visible damage to the hardwood/laminate/LVT floors.

Lighting Fixture: When replacing light bulbs, always check the correct amount of wattage. Installing a light bulb with improper wattage can be a fire hazard. Replacement of all bulbs within your Leased Premises is your responsibility after move-in.

Locks: Residents shall not alter any lock or install a new lock or knocker on any door of the Leased Premises without the written consent of Owner, and if installed, they shall not be removed. In such case consent is given, Residents shall provide Owner with a key for the use of Owner, pursuant to Owner's right to access to the Leased Premises. Locks or chains must be left in place when Residents vacate. Should a resident require a lock change, a charge of **\$100.00** will be charged to the Resident. Residents locked out after office hours will be charged a fee of **\$100.00** to have their door opened, or Residents may call a locksmith at Residents' expense to open the door. PROPER IDENTIFICATION IS REQUIRED!

Patios: Residents shall not sweep, shake dust mops, or throw anything out of windows or onto patios. Residents may not hang laundry, clothing, towels, or bedding on balconies or windowsills. Residents are responsible for keeping their patio area cleaned, neatly arranged and free from unsightly or unused items. Patio areas are not considered storage areas. Personal patio furniture must be kept on private patios or balconies. Planting of flowers is permitted only in the fenced-in areas of private patios and on balconies.

Stainless Steel Appliances: Stainless steel appliances are included in the Leased Premises. Your stainless steel appliances need to be cleaned for aesthetic considerations and to preserve corrosion resistance. Stainless steel is protected from corrosion by a thin layer of chromium oxide. Oxygen from the atmosphere combines with the chromium in the stainless steel to form this passive chromium oxide film that protects from further corrosion. Any contamination of the surface by dirt, or other material, hinders this passivation process and traps corrosive agents reducing corrosion protection. Thus, some form of routine cleaning is necessary to preserve the appearance and integrity of the appliance surface.

General Precautions:

1. In selecting cleaning practices, consider the possibility of scratching and the potential for post-cleaning corrosion caused by incompletely removed cleaners. NEVER USE ABRASIVE CLEANERS. Abrasive cleaners can permanently damage your stainless steel appliance. Regardless of which type of cleaner you use, thorough post-clean rinsing with clean water and a cloth is recommended.

Suggested Cleaning Methods:

1. Do not use metal (i.e. carbon steel brushes or steel wool), hard (like pumice) or rough items (emery or sand paper) to clean as they can scratch the appliance surface. Scratches can lead to rusting. Avoid using oily or greasy cloths when cleaning stainless steel.
2. Clean Water and Wipe: The simplest, safest and least costly method that will adequately do the job is always the best method.
3. Your stainless steel appliances will thrive with frequent cleaning because there is no surface coating to wear off. A soft cloth and clean, warm water should always be the first choice for mild stains, loose dirt and soil. A final rinse with clean water and a dry wipe will complete the process and eliminate the possibility of water stains.

Toilets: Water saving toilets may have been installed in your unit. Hold the handle down until you hear the water fully released. Partial flushes may cause overflow. If the water level starts to overflow, immediately shut off the valve at the base of the toilet and plunge. Residents are responsible for trying to clear toilet stoppages. If a stoppage is caused due to Residents misuse the cost of the repair will be billed to the Residents.

Windows and/or Screens: Residents are responsible for the safety of all members of Residents' household or guests in the use and opening of windows. Be aware of the danger of falls from windows. Keep your windows closed and locked when small occupants are around and no adults are around to supervise. When opening windows for ventilation, open windows that a small occupant cannot reach. Keep furniture away from windows. Move chairs, cribs, beds and other furniture away from windows. Window screen will not prevent a fall from a window.

Residents must not remove or tamper with screens. Screens which have been removed will be charged to the Resident an installation fee of **\$100.00** plus the actual cost of the damaged or missing screen. Residents acknowledge all screens are intact and in good condition upon taking occupancy. Window screens found on the ground will be placed back in the window and a labor charge assessed to the Residents. Residents shall be responsible for replacement and/or repair of windows and/or screens damaged or removed by Residents', members of Residents' household or guests.

2.5 USE OF FACILITIES

FITNESS CENTER: Fitness Center hours may change without notice at any time. Access to the fitness center is available by use of an amenity **Electronic Access System**.

1. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
2. Thank you for keeping voice level low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.
3. Refreshments other than sports top water bottle are not allowed. Alcohol is not permitted.
4. Residents understand that the use of fitness equipment is unsupervised. Residents agree the use of the equipment is at their own risk. Persons with health concerns should consult a physician prior to using the fitness equipment.
5. For the safety of all persons, no one under the age of **16** years of age should use the fitness equipment without an adult in attendance.
6. Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
7. Use of the Fitness Center is for residents only. Please limit use of equipment to **30(thirty)** minute intervals.
8. Please report any malfunctions with the fitness equipment to an Owner representative **at the rental office** immediately.
9. Residents should return all equipment to the appropriate locations.
10. Residents should avoid dropping or slamming weights or equipment as this is disturbing to other residents.
11. Privileges for use of the Fitness Center may be terminated by Owner for failure to comply with the Fitness Center Policies or abuse or damage to the equipment.

2.6 PREMISES SERVICE

EMERGENCIES: Emergencies affecting the Leased Premises should be promptly reported to Owner. Please report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Residents are not authorized to call any service companies on their own. Owner will not be responsible for charges incurred for services not authorized by Owner.

SERVICE REQUESTS: Residents are responsible for notifying Owner when maintenance or repair work needs to be performed in the Leased Premises. Requests for maintenance and repairs may be submitted by one of the following methods:

1. By using the online resident portal at https://_____.COM.
2. By calling the Maintenance Contact Center at [\(XXX\)XXX-XXXX](tel:(XXX)XXX-XXXX).
3. All non-emergency requests for repairs will be handled during normal business hours.
4. Employees cannot enter the Leased Premises to make repairs if there are persons under 18 years of age in the home without an adult guardian. Service technicians may also elect not to enter the Leased Premises in the presence of an unattended animal.
5. Scheduled appointments will be set in an 8hour window.
6. Maintenance work performed due to neglect, abuse, misuse or direct fault of Residents, household occupants or guests will be billed to the Residents. This includes service work on garbage disposal and plumbing fixtures due to improper use and Residents caused clogging.

SEWER STOPPAGES: The sewer system is adequate to handle all normal waste, but the system will not handle disposable diapers, feminine products or other such refuse. Addition of toilet cleansing tabs can cause stoppage. Stoppages resulting from alterations to equipment, addition of commercial deodorizer and/or Residents' negligence will be cleared at Residents' expense.

UNSAFE CONDITIONS: Residents agree to report immediately to Owner any accident, injury, damage or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by the Residential Lease Contract, including all breakage, damage, or loss of any kind, including but not limited to, water intrusion, water leaks or moisture problems of any kind, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Residents further agrees to immediately notify Owner of unsafe conditions in the common areas and grounds of the Leased Premises which may be a threat to health and safety or lead to damage or injury.

Owner has the right to enter the Leased Premises if Owner believes an emergency exists. The following service needs constitute a non-exclusive list of potential emergencies:

1. Main drains stopped up (kitchen, bath, shower) causing flooding or back-up
2. Stopped up toilet (one bathroom premises)
3. Electrical power outage in entire Leased Premises
4. Water leaking from water heater
5. Water leak from plumbing lines, windows, ceilings, or utility rooms causing flooding or damage
6. Exterior flooding from sprinkler systems or pool
7. Water which is running and cannot be shut off
8. Broken window where the Leased Premises is not secure
9. Door locks which will not function and the Leased Premises is not secure
10. Fire (Call 911 first)

Calls made after office hours that are not deemed emergencies may result in a charge to the Resident.

2.7 HOUSEKEEPING

HEALTH & SAFETY: Residents agree to comply with all obligations imposed upon Residents by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards.

HOUSEHOLD ODORS: Residents acknowledge that odors caused by cooking or use of strong chemicals should not interfere with other residents' rights to the quiet enjoyment of the Leased Premises. Residents agree to utilize proper fans and ventilation when cooking. Owner will make all efforts to minimize a disturbance but due to close proximity of living it is not possible to prevent such odors completely.

PEST CONTROL: Residents shall report the need for pest control to Owner. Residents agree to cooperate with the pest control service and abide by guidelines given by the pest control service or Owner. State Codes may require notification of chemicals to be sprayed and days of services.

PREVENTION OF MOISTURE PROBLEMS: Moisture problems must be prevented and treated immediately to prevent mold. Proper ventilation is essential for preventing mold. If you should have mold develop on windows, walls or ceilings, or a musty odor is present in the carpeting, report these conditions to Owner immediately. To prevent moisture buildup, utilize stove and bathroom vent fans and leave on until steam is gone. Condensation, which develops on windows from indoor moisture, must be wiped down immediately including the window tracks. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home. Report any running or dripping faucets, plumbing leaks, roof leaks, discoloration of walls or water intrusion immediately to the rental office. Residents acknowledge receipt of the "Mold/Moisture Disclosure Statement".

STANDARDS: Residents shall keep the interior of the Leased Premises clean according to good housekeeping standards. This includes maintaining all utility services. Residents will assume full responsibility for keeping their patio, entry doors, entrance walkways, porches, patios and balconies area cleaned, neatly arranged and free from unsightly or unused items. Residents shall keep the Leased Premises and such other areas as may be assigned for Residents' exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, sidewalks, parking space(s) and grounds, in a clean, safe and sanitary condition.

STORAGE: Garbage cans, bottles, brooms, mops, toys, bicycles, fitness equipment, cardboard boxes, household furniture, and similar personal property are to be kept inside the Leased Premises or appropriately designated storage areas and out of view. Patios and/or balconies are to be used for patio furniture only. Areas located outside front doors or on stairway landings are part of the common area and cannot be used for storage.

UNIVERSAL WASTE: Disposal of universal waste is prohibited in general trash receptacles in the Community. Disposal of universal waste in the trash receptacles by Residents may result in a fine for Owner, and therefore will be deemed a violation of the Residential Lease Contract. Universal waste includes electronic devices (televisions, computer monitors, computers, printers, VCRs, cell phones, telephones, radios and microwaves), common batteries (AA, AAA, C Cells, D cells and button batteries), Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps (fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium and neon bulbs), Mercury added Novelties (greeting cards, athletic shoes and mercury maze games), Non-Empty Aerosol cans (aerosol cans can be flammable).

2.8 SUPERVISION HOUSEHOLD MEMBER/VISITORS/GUESTS

GUESTS: Guests staying in excess of 72 hours MUST register with the office. Residents may be permitted to have a guest(s) visit their household. However, any adult person(s) making REOCCURRING visits of 10 days consecutive days, or more than twice that number in

any 3 month period shall be deemed to reside in the Leased Premises in violation of the Residential Lease Contract. Persons receiving mail to the Leased Premises will be considered occupants. All adult household members must submit a completed application and qualify for residency.

SUPERVISION: Residents agree that Residents are responsible for the conduct of any member of their household, visitors and guests, and agree to pay for any damage to the Leased Premises caused by members of the household or guests. Residents shall prevent household members and guests from loitering or playing in areas other than designated play areas, and to prevent household members or guests from tampering, in any way, with the landscape, sprinkler system or plants, shrubbery, trees or equipment that is appurtenant to the Leased Premises.

Corridors/Walkways: Residents shall not store nor allow any personal household property outside the Leased Premises in a manner that may be detrimental to the appearance of the premises or interfere with free passage upon any street or sidewalk in the Leased Premises. Corridors/Walkways are for pedestrian use. No bicycling, roller skating or in-line skating, skateboarding, coaster riding, drawing with chalk, etc., is allowed on walkways. Corridors/Walkways are to be kept clear of toys, bicycles, etc.

2.9 CONDUCT

ACTS OF VIOLENCE: Residents or members of the household or guests shall not engage in any acts of violence including but not limited to the display of, brandishing, or using in a threatening manner, any dangerous weapons or objects in or about the Leased Premises. Residents shall not keep or use on or about the Leased Premises or project any explosive, flammable, or repellent device, or otherwise dangerous device, and to take every care and precaution to prevent fires.

ALCOHOL/PUBLIC INTOXICATION: Residents shall not engage in, and Residents shall take reasonable action to prevent all members of Residents' household and guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Community, or in vehicles parked or moving on the Community.

ILLEGAL ACTIVITY: Residents, any member of the Residents' household, or a guest or other person under the Residents' control shall not engage in illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang or drug-related illegal or criminal activity, on or near the premises. Residents, all members of the Residents' household and guests shall not engage in the manufacture, sale, or distribution of illegal drugs or be under the influence of any controlled or illegal substance at any location, whether on or near the premises or otherwise, nor permit the Leased Premises to be used for, or to facilitate, any illegal or criminal activity.

LOITERING: Residents, household members, or guests shall not loiter outside the Leased Premises, after 10:00p.m. Residents shall conduct themselves, and cause other persons who are on the Leased Premises with their consent to conduct themselves in a manner, which will be conducive to maintaining the Leased Premises in a decent, safe, and sanitary condition; and to promote the quiet enjoyment of the premises for all residents. Residents will not make, or cause to be made, or permit any disturbance or loud noises in or on the premises, street, or common areas.

NOISE: Residents, household members and guests shall not make or allow to be made any disturbing noises upon the Leased Premises by Residents, household members or guests, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Residents. Residents, household members and guests are advised to take care when approaching and leaving their Leased Premises during the quiet time, 10:00am to 9:00am and to show consideration of other residents at all times. Residents shall not play upon or allow to be played upon, any musical instrument or operate or allow to be operated audio equipment, radio, or television in or on the premises 10:00pm to 9:00am, if the same shall disturb or annoy other occupants of the Community.

THREATS/OFFENSIVE CONDUCT: To assist in ensuring the safety and quiet enjoyment of all Residents, household members and guests shall not engage in offensive conduct or language on or about the premises. Residents, all members of the Residents' household and guests shall not cause or threaten to cause serious physical injury to another person on the premises, or be involved in a fight while on the premises; commit abuse upon any person on the premises, and will abstain from any activity which impairs the physical or social environment of the premises.

2.10 VEHICLES

INOPERABLE VEHICLES: All vehicles must be currently registered, licensed and in operating condition. Any vehicle in violation of this provision may be towed at vehicle owner's expense in compliance with the vehicle codes of the state. Repair work, oil changes and similar work is not permitted in the parking lots. Such work must be done off the property. Residents agree that any vehicles that are inoperable for more than 72 consecutive hours without written permission of Owner may be removed at the expense of the vehicle's owner. Vehicles not moved in excess of 7 days will be considered inoperable. Extra vehicles cannot be stored on the property. Vehicle maintenance on the premises is prohibited. Residents and/or guests shall not park vehicles in a state of disrepair on the premises. This includes operational vehicles leaking on parking surfaces. Leaks and spills and/or damages caused by Residents' vehicles are the responsibility of Residents. The owner of any vehicle that leaks oil in the parking lot will be held responsible for clean-up and/or damage charges.

UNASSIGNED PARKING: *Communities with unassigned parking, the following applies:* Parking is on a first come/first serve basis. Residents having more than one vehicle per household are requested to be considerate of other residents when parking second vehicles. Infrequently used second vehicles are to be parked in more remote parking areas as designated by Owner. Additional vehicles are to be parked off the premises.

RECREATIONAL VEHICLES: Recreational vehicles such as trailers, motor homes and boats are not allowed to be parked on the premises. Motorcycles are subject to the same rules as automobiles. They must be operated in a safe manner at all times. Motorcycles are considered vehicles and must be parked in an appropriately designated parking space. Motorcycles may not be parked on sidewalks, in stairwells, on patios, on porches or in any other area not designated for the parking of vehicles. No recreational vehicles, trailers or boats are allowed on the premises except with written consent of Owner.

VEHICLE REGISTRATION: Residents shall register all household vehicles with Owner. Residents agree to provide vehicle information (license number, make, model, etc.) and provide updated information in the event of changes. Vehicles on the premises must be currently registered and properly insured according to state law.

2.11 ANIMALS

NO ANIMALS: NO wild or domestic animals of any kind and no aquariums in excess of 10gallons are allowed on the community or in the Leased Premises at any time, including pets belonging to others, without the prior written consent of Owner. If a pet is allowed, a separate written agreement and deposit is required. Contact Owner for further information.

2.12 MOVE-OUT INFORMATION

MOVE-OUT CHARGES: Residents will be charged for damage to the Leased Premises beyond "normal wear and tear". Repair and replacement damages will be billed at actual charges.

PERSONAL PROPERTY: Residents agree to remove all personal property when vacating the Leased Premises. All personal property left on the Leased Premises when the unit is vacated shall be deemed to be property abandoned by Residents and may be disposed of according to law. All personal property removed from the Leased Premises at the time of physical eviction of Residents shall be deemed abandoned if not claimed within the time prescribed by law, and may be disposed of by Owner in accordance with the Residential Lease Contract and applicable law.

DEPOSITS: Deposits will be refunded when ALL keys are returned and premises are vacated and left in the same general condition as when first occupied, with the exception of normal wear and tear, in accordance with state law.

2.13 INSURANCE

No insurance is provided by Owner for Resident's personal property or additional living expense.

2.14 ADDITIONAL COMMUNITY POLICIES

1. Tenants desiring tradesmen, deliverymen or others to enter their apartments during their absence do so at their own risk. Management does not accept deliveries or enter any unit unless an emergency arises or unless pre-authorized by the tenant for general service.
2. After one written warning, tenant may be issued a \$200.00 citation for future occurrences of noise disturbances. Such charge may be deemed additional rent for such rental month and Owner/Agent may deduct such charge from Tenant's security deposit.
3. Neither children nor pets shall play in the vestibules or stairways.
4. Washing of balcony areas may cause some inconvenience to other tenants and should be held to a minimum. Management recommends vacuuming or mopping balcony areas.
5. Washing of automobiles, bicycles, motorcycles, etc is not permitted in the garage, the area directly in front of the garage or along the street surrounding in front of the building.
6. Resident shall observe and cause all members of Resident's household and guests to park only in assigned parking areas; not to block access to other parking spaces, garages or for emergency vehicles, or to other residences, and not drive, or park any vehicle on the lawn, driveway, or other areas for common use. Vehicles parked within 15 feet of a fire hydrant or in a fire lane will be towed without warning. Vehicles parked in designated handicapped spaces without display of handicap placard or handicap plates are subject to immediate towing. Resident agrees that any vehicle that is improperly parked, or in violation of vehicle or parking policies without written permission of owner may be removed at the expense of the vehicle's owner. Owner is the only authorized agent for the towing of vehicles.
7. Resident shall deliver and place all garbage and trash in trash chutes at designated locations. To maximize available space, please break down large objects such as cardboard boxes. Trash chutes and/or enclosure are NOT to be used for large items such as furniture, etc. Removal of large items, such as furniture, from the premises is Resident's responsibility. Resident will be charged the costs to remove any large items placed in the trash chutes or enclosures. Residents are responsible for any/all unacceptable items placed in the trash receptacles, such as Toxic waste or other possible harmful items. Caution must be taken not to put any flammable material in garbage. Garbage and trash may not be left in hallways or stairwells.
8. Tenants are prohibited from throwing cigarette butts, chewing gum, chewing tobacco or any food or trash items onto the courtyard floors, walkways, stairwells or walls.
9. There is no smoking allowed in the common areas of the building. That includes but is not limited to all walkway areas, all stairwells, all courtyard and roof areas, elevators, lobby and the garages.
10. There is no smoking allowed in the tenant's apartment.
11. Tenant is responsible for replacing all light bulbs.

12. All pet owners are required to properly clean-up after their pets in the event that the animal urinates or defecates on the walkways, stairwells, in the elevators or lobby and on the roof.
13. Tenants are not allowed to groom their pets in any common areas of the building aside from the designated pet washing station.
14. Management recommends removing hair from sink and drains on a weekly basis.

Any consent, approval or prohibition given under these Policies, Procedures and Rules may be added to, amended or repealed at any time by the resolution of the Landlord or Managing Agent.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Sign and Accept

3.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed