

RESIDENTIAL RENTAL AGREEMENT

THIS AGREEMENT is made and entered into on **06/01/15** between **Cedar Properties**, whose address and phone number are **55 Santa Clara Ave., # 200; Oakland, CA 94610; 510-834-0782**, and **John Doe, Jane Doe, Josh Doe, Jeff Doe**, "Resident(s)."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at:

**123 Cedar Parkway
Oakland, CA 94601**

2. **RENT:** Rent is due in advance on the **1st** day of each and every month, at **\$1,500.00** per month, beginning on **06/01/15**, payable to Owner/Agent at **55 Santa Clara Ave., # 200; Oakland, CA 94610**. Payments made in person may be delivered to Owner/Agent between the hours of 9:00am and 5:00pm, Monday through Friday, except legal holidays. Cash will NOT be accepted. If rent is paid after the **5th** of the month, there will be a late charge of **5% of rent** assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of **\$25.00**, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

Rent payments or checks from persons not named in the Agreement will not be accepted. Unless the entire month's rent is paid through electronic payment (ACH) via the Cedar Properties Resident Portal, rent must be paid each month by a single check. All funds paid after the 20th of the month must be in certified funds only.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of **\$3,000.00** prior to taking possession of the unit. Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:
 - (a) defaults in the payment of rent,
 - (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
 - (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
 - (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above.

4. **TERM:** The term of this Agreement is for **One Year**, beginning on **06/01/15** and ending on **05/31/16**, at which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created **only** if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.

5. **"ONE YEAR LEASE ONLY" POLICY:** Resident(s) hereby acknowledge that Owner/Agent maintains a very strict "one year lease only" policy and that all leases shall terminate either May 31st, July 31st, August 15th or August 31st. In the event that unusual circumstances lead to writing an initial lease of less than one year, any and all extensions beyond the initial term shall be for one year with one of the aforementioned dates as the termination date.

6. **EARLY TERMINATION:** In the event Resident needs to terminate the rental agreement or any future extension, among other potential damages, Resident agrees to reimburse Owner/Agent for advertising costs and administrative fees associated with re-renting the premises in the amount equal to one half of one month's rent (with a \$750 minimum) of the subject premises. Resident is responsible for all rent payments due until the commencement date of a new lease with new Resident.
7. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: **Garbage**. Resident shall have the following utilities connected at all times during the tenancy (check as applicable): Gas Electric Water Trash Sewer Other: _____. Disconnection of utilities due to non-payment is a material violation of this Agreement.
8. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
9. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):
- | | |
|-----------------------|----------------------------|
| Name: John Doe | Birthdate: 01/21/89 |
| <hr/> | |
| Name: Jane Doe | Birthdate: 10/11/88 |
| <hr/> | |
| Name: Josh Doe | Birthdate: 06/15/87 |
| <hr/> | |
| Name: Jeff Doe | Birthdate: 05/12/86 |
| <hr/> | |
10. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or cigarettes, electric space heaters shall be kept or allowed in or about the premises.
11. **SMOKING PROHIBITION:** Smoking of tobacco products is prohibited everywhere on the premises, including in individual units and interior and exterior common areas. **This property is subject to a local non-smoking ordinance. The policy for this property is in the attached addendum.** Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Owner/Agent's adoption of this policy, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice. Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Owner/Agent has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.
12. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
13. **REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding

caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

14. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
15. **CARE, CLEANING, AND MAINTENANCE:** Except as prohibited by law, Resident agrees:
 - A) to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement;
 - B) to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
 - C) to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
 - D) not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
 - E) to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.
 - F) to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits.
 - G) to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy.
 - H) to pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.
 - I) to promptly advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
16. **LANDSCAPING:** Resident is is not (check one) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping. Resident shall promptly advise Owner/Agent of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional.
17. **WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
18. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
19. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
20. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
21. **BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
22. **SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply

shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

23. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
24. **CARBON MONOXIDE DETECTION DEVICE:** If the premises are equipped with a functioning carbon monoxide detection device(s), Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law.
25. **RENTER'S INSURANCE:** Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement. Resident **is required** to maintain renters insurance throughout the duration of the tenancy as specified in the attached Renters Insurance Addendum. Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy.
26. **FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Owner/Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
27. **MEGAN'S LAW NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
28. **ACH AND THE ENVIRONMENT:** Cedar Properties is committed to preserving the environment and this includes minimizing paper use and waste. We ask that all residents sign up for an pay their rent electronically: ACH. Shortly after signing your lease, you will be sent an email that allows you to set up this service which also allows you to submit maintenance requests online. Should you decline this service, we require that all rents from all parties be delivered to our office in ONE CHECK ONLY.
29. **SPECIAL CONSIDERATIONS FOR THIS LEASE:** **Full List of Tenants: John Doe, Jane Doe, Josh Doe, Jeff Doe, and Jen Doe (DOB: 04/23/86)**

30. ADDENDA: By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Asbestos Addendum (Form 17.1) | <input type="checkbox"/> Pool Rules Addendum (Form 15.0) |
| <input checked="" type="checkbox"/> Bedbug Addendum (Form 36.0) | <input checked="" type="checkbox"/> Proposition 65 Brochure (Form PROP65BROCHURE) |
| <input type="checkbox"/> CC&Rs Addendum (Form 2.9) | <input checked="" type="checkbox"/> Renters Insurance Addendum (Form 12.0-MF) |
| <input type="checkbox"/> Day Care Addendum (Form 28.0) | <input checked="" type="checkbox"/> Resident Policies Addendum (Form 17.0) |
| <input type="checkbox"/> Furniture Inventory (Form 16.1) | <input type="checkbox"/> Satellite Dish and Antenna Addendum (Form 2.5) |
| <input type="checkbox"/> Grilling Addendum (Form 35.0) | <input checked="" type="checkbox"/> Smoke Detector Addendum (Form 27.0) |
| <input type="checkbox"/> Guarantee of Rental/Lease Agreement (Form 41.0) | <input checked="" type="checkbox"/> Unlawful Activity Addendum (Form 2.4) |
| <input checked="" type="checkbox"/> Lead-Based Paint Addendum (Form LEAD1) | <input type="checkbox"/> Waterbed Addendum (Form 14.0) |
| <input checked="" type="checkbox"/> Mold Notification Addendum (Form 2.7) | <input checked="" type="checkbox"/> Odor, Occupancy, (Berkeley AGA, If Applicable) |
| <input checked="" type="checkbox"/> Move In/Move Out Inspection Form | <input type="checkbox"/> Utility Pass Through Addendum |
| <input type="checkbox"/> Non-Smoking Areas Addendum (Form 34.0) | <input type="checkbox"/> Parking Lease |
| <input type="checkbox"/> Pest Control Notice Addendum (Form 2.6) | <input type="checkbox"/> Storage Lease |
| <input type="checkbox"/> Pet Addendum | <input type="checkbox"/> Other: |

Resident(s) Initials: _____

31. ENTIRE AGREEMENT: This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

32. CREDIT REPORTS: A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

33. VENUE: In the event of any lawsuit concerning this lease, the venue of the lawsuit shall be San Mateo County, California.

34. ATTORNEYS' FEES: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

- the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$1,500.00, plus court costs.
 Or
 each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Owner/Agent: _____ **Date:** _____

THIS LEASE NOT VALID UNTIL APPROVED BY BROKER

Broker: _____ **Date:** _____

Summary of Initial Payments

Address: 123 Cedar Parkway Oakland, CA 94601

Residents: John Doe, Jane Doe, Josh Doe, Jeff Doe.

<u>Amount Due:</u>	<u>Amount Paid:</u>	<u>Check #</u>
Security Deposit: \$3,000.00	\$250.00	#123
First Month's Rent: \$1,500.00		
Utility Pass-Through*: \$40.00		
Parking*: \$1.00		
Storage*: \$0.00		
ACH Charge*: \$2.50		
Internet*: \$0.00		
Yard and Laundry Access*: \$2.00		
N/A*: \$0.00		
Total Move-In: <u>\$4,545.50</u>		

•For each charge, see separate agreement(s). If no charge present, then item or service is not available at this location or is not being charged for at this time.

Additional Provisions (such as pro-rated rent, etc):

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Owner/Agent: _____ **Date:** _____

Monthly Payment Summary:

Rent: \$1,500.00
Utility Pass-Through*: \$40.00
Parking: \$1.00
Storage: \$0.00
ACH Charge: \$2.50
Internet: \$0.00
Yard and Laundry \$2.00
Access:
N/A: \$0.00

**TOTAL MONTHLY
PAYMENT: \$1,545.50**

NOTE: If rent is paid after the 5th of the month, there will be a late charge of 5% of rent assessed. Any payments received after the 20th of the month must be in certified funds such as a cashier's check or money order.

Make all checks payable to:

Cedar Properties at

**55 Santa Clara Ave., # 200; Oakland, CA
94610**

* Water-Sewer; Electricity; Gas;
 Gas for Hot Water

Cedar Properties is committed to preserving the environment and this includes minimizing paper use and waste. We ask that all residents sign up for an pay their rent electronically: ACH. Shortly after signing your lease, you will be sent an email that allows you to set up this service which also allows you to submit maintenance requests online. Should you decline this service, we require that all rents from all parties be delivered to our office in ONE CHECK ONLY.

IMPORTANT ADDENDUMS

This document is an Addendum and is part of the Rental/Lease Agreement dated 06/01/15 between Cedar Properties and John Doe, Jane Doe, Josh Doe, Jeff Doe, Resident(s), for the Premises located at 123 Cedar Parkway Oakland, CA 94601.

1. LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards is not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing Owner/Agents must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must actually receive a Federally approved pamphlet on lead poisoning prevention. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec.1018(c)).

Owner/Agent's Disclosure: I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

NONE.

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other the the following, which, previously or as an attachment has been provided to Resident: *Resident's Acknowledgement:* I (we) have received copies of all information listed above, as well as the pamphlet *Protect Your Family from Lead in Your Home and Renovate Right*.

Resident(s) Initials:

2. ASBESTOS ADDENDUM

(Owner/Agent Check One:)

This property may contain asbestos.

OR

This propety contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

A) Resident or the Resident's guest(s), employees and contractors shall not teka or permit any action which in any way damages or disturbs the Premises or any part therof, including, but not limited to:

- i. Piercing the surface of the ceiling by drilling or any other method;
- ii. Hanging plants, mobiles, or other objects from the ceiling;
- iii. Attaching any fixgtures to the ceiling;
- iv. Allowing any objects to come in contact with the ceiling;
- v. Permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
- vi. Painting, cleaning or undertaking any repairs of any portion of the ceiling;
- vii. Replacing light fixtures;
- viii. Undertaking any activity which results in building vibration that may cause damage to the ceiling.

B) Resident shall notify Owner/Agent immediatlyin writing (i) if there is any damage to or deterioration of the ceiling in the Premies or any portion thereof, including, without limitation, flaking, loose, cracking, hanging, or dislodged material, water, leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph A above

3. CALIFORNIA'S PROPOSITION 65 WARNING

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm. These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

Warning! *This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects or Other Reproductive Harm.*

Sources of Chemical Exposures

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This addendum provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure. The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

General – Warning: This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

Foods and Beverages – Warning : Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

Alcohol – Warning : Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

Second Hand Tobacco Smoke and Tobacco Products. Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain common and private areas.

Furnishings, Hardware, and Electrical Components. Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Combustion Sources. Combustion sources such as gas stoves, fireplaces, and barbecues contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

Construction and Maintenance Materials. Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

Certain Products Used In Cleaning And Related Activities. Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Swimming Pools and Hot Tubs. The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

Paint and Painted Surfaces. Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are

known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures. The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engine are associated with this residential rental facility. Motor vehicle rental fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping. Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, trifluralin and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

4. MOLD NOTIFICATION ADDENDUM

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

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

- A) Resident agrees to keep the unit free of dirt and debris that can harbor mold.
- B) Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- C) Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- D) Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
- E) Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
- F) Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
- G) Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- H) Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- I) Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- J) Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
- K) Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

TIPS TO PREVENT MOLD, MILDEW AND FUNGI IN YOUR HOME

Mold clean up is usually considered one of the housekeeping tasks of the private citizen along with reporting to the building owner any roof and plumbing issues.

Mold can become a problem in your home if there is moisture available to allow it to thrive and multiply.

The following sources of indoor moisture may cause problems:

1. Shower/bath moisture.
2. Window condensation.
3. Watering house plants and cooking.
4. Wet clothes and indoor drying lines.

There are several ways in which you can help prevent this in the future. The following list may be used as a guide:

A) Remove excess moisture and Circulate the Air.

- a) Wipe down and dry condensation from interior of windows and windowsills.
- b) Wash and dry towels immediately.
- c) Run the unit heater to dry the area or run additional space heaters in the high problem area.
- d) Use portable fans to circulate the air and dehumidifiers to remove the moisture.
- e) Keep the bathroom fan on for 1-2 hours after use, wipe down bathroom walls and shower doors immediately after bathing.
- f) Allow towels to air out.
- g) Keep furniture away from the wall. Mold can grow around and under the bed when the bed is directly against the wall and/or floor and air cannot circulate to dry the moisture.

B) Keep Things Clean

- a) Dampen moldy materials before removal to minimize the number of airborne mold spores.
- b) Frequently clean the tub and shower walls with a cleaner such as Tilex Mold and Mildew Remover or similar product.
- c) Mold can be removed from hard surfaces such as plastic, glass, metal and most counter tops by scrubbing with a non-ammonia soap or detergent. (Do not mix ammonia and bleach; the fumes are toxic.)
- d) After mold has been removed from a target area, disinfect the area using a bleach and water solution or other disinfectant. The amount of bleach recommended per gallon of water varies considerably. A clean surface requires less bleach than a dirty surface. A solution of ¼ cup to ½ cup of bleach to one (1) gallon of water should be adequate for clean surfaces. The treated surface should remain wet for about 15 minutes to allow the solution to disinfect. Concentrations as high as one and one half (1 & ½) cups of bleach per gallon of water are recommended for wood and concrete surfaces that are more challenging to scrub/clean. Always provide adequate ventilation during disinfecting and wear rubber gloves.
- e) Always take extra steps to protect yourself during mold removal. Use a mask or respirator that will filter out mold spores. Look for mask with designations like N95, 3M # 1860, or TC-21C. These are particulate respirators. Also wear eye protection, rubber gloves and clothing that can be immediately laundered.
- f) Always 'air things out' after cleaning and attempt to dry all surfaces as quickly as possible. In addition to normal drying practices, consider using dehumidifiers and always ventilate: exchange inside air with outside air.

5. BED BUG INFESTATION

California is experiencing an increased level of bed bug infestations in rental properties. Residents should be aware and use caution to avoid secondhand furnishings, especially mattresses, box springs, frames and bedding. It is always our goal to maintain the highest quality living environment for our residents and ask that you maintain good housekeeping practices to control the spread of bedbugs and other unwanted creatures. Residents shall avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance or furniture companies that you deal with have established procedures for the inspection and identification of bed bugs or other pests. This process should include the inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Never take discarded items from the curbside. In the event Resident(s) suspect that the apartment is infested by bed bugs or any other pest,

Resident(s) agrees to immediately notify management and perform eradication actions recommended by the California Apartment Association or by the Pest Control Company hired by Owner/Agent. Resident(s) agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses including, but not limited to, attorney's fees that Owner/Agent may sustain or incur as a result of the negligence of the Resident(s) or any guest occupying or using the Premises.

Resident(s) Initials: [redacted] [redacted] [redacted] [redacted]

6. SMOKE DETECTOR

- A) Resident(s) acknowledge(s) that the premises are equipped with a smoke detection device(s).
- B) Resident(s) acknowledge(s) the smoke detection device(s) was/were tested and its operation explained by Owner/Agent in the presence of Resident at time of initial occupancy and the detector(s) was/were operating properly at that time.
- C) Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly.
 Initial ONLY if BATTERY OPERATED: [redacted] [redacted] [redacted] [redacted]
- D) By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery-operated unit and it shall be each Resident's responsibility to:
 - i. ensure that the battery is in operating condition at all times;
 - ii. replace the battery as needed (unless otherwise provided by law); and
 - iii. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner/Agent immediately.
- E) Resident(s) must inform the Owner/Agent immediately in writing of any defect, malfunction or failure of any detector(s).
- F) In accordance with California law, Resident shall allow Owner/Agent access to the premises for that purpose. The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Owner/Agent: _____ **Date:** _____

7. CARBON MONOXIDE DETECTION DEVICE

The Premises are equipped with a Carbon Monoxide Detector, Resident(s) acknowledge(s) that the detector(s) was/were tested and its operation explained by Owner/Agent in the presence of Resident(s) at the time of initial occupancy and that the detector(s) was/were operating properly at that time. Resident(s) shall be responsible for performing the manufacturer's recommended test at least once a week to determine is the carbon monoxide detector(s) is/are working properly. If battery operated, Resident(s) is responsible for ensuring that the battery is in operating condition at all times, for replacing the battery as needed (unless otherwise provided by law), and if, after replacing the battery, the carbon monoxide detector(s) do not work, inform the Owner/Agent in writing immediately. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the Premises to check and maintain the carbon monoxide detector(s) as provided by law.

Resident(s) Initials: [redacted] [redacted] [redacted] [redacted]

8. RESIDENT POLICIES AND 'HOUSE RULES' ADDENDUM

A) GENERAL

- i. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
- ii. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
- iii. Guests who stay more than 5 days in a month period constitutes a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.
- iv. Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent for any lock-out.
- v. Resident is responsible for any violation of these rules by Resident's guest(s).

B) NOISE AND CONDUCT

- i. Resident shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
- ii. Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
- iii. Resident shall refrain from activities and conduct outside of the unit (in common areas, parking areas, or recreational facilities) which are likely to annoy or disturb other persons.
- iv. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of 10:00 p.m. and 9:00 a.m.

C) CLEANLINESS AND TRASH

- i. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
- ii. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
- iii. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- iv. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose.
- v. Resident shall ensure that large boxes are broken apart before being placed in the trash containers.
- vi. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
- vii. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
- viii. Resident shall refrain from leaving articles in the hallways or other common areas.
- ix. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
- x. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

D) SAFETY/SECURITY

- i. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
- ii. Resident shall ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
- iii. Resident shall ensure that all appliances are turned off before departing from the premises.
- iv. When leaving for more than one week, Resident should notify Owner/Agent how long Resident will be away.
- v. Prior to any planned absence from the unit, Resident shall provide Owner/Agent with the name of any person

or entity permitted by Resident to enter the unit.

- vi. Resident shall refrain from smoking in bed.
- vii. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
- viii. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

E) MAINTENANCE, REPAIRS, AND ALTERATIONS

- i. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
- ii. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
- iii. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent.
- iv. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
- v. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
- vi. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner/Agent for these costs on demand.

F) PARKING, if Applicable

- i. Only one vehicle may be parked in each space.
- ii. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.)
- iii. Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

9. UNLAWFUL ACTIVITY ADDENDUM

- A)** Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B)** Resident, members of the Resident's household, and any guest or other persons under the Resident's control *shall not engage in any act intended to facilitate criminal activity*, including drug-related criminal activity, on or near property premises.
- C)** Resident and members of the household *will not permit the dwelling unit to be used for, or to facilitate, criminal activity*, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- D)** **Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.**
- E)** Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near

property/premises.

F) VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

G) In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.

10. RENTER'S INSURANCE ADDENDUM

A) If Resident(s) has a pet(s), Resident(s) is/are **required** to maintain renters insurance throughout the duration of the tenancy that includes:

- i. Coverage of at least **\$ 250,000.00** in personal liability (bodily injury and property damage) for each occurrence;
- ii. The premises listed above must be listed as the location of resident insured;
- iii. Owner is listed as a Certificate Holder;
- iv. Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage, to the Owner/Agent.
- v. Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

B) If Resident(s) does not have a pet(s), Resident(s) is/are encouraged, but **not required** to obtain renters insurance.

C) Insurance Facts for ALL Residents:

- i. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
- ii. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy.
- iii. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 1. Your babysitter injures herself in your unit.
 2. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and / or the personal property of others.
 3. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 4. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 5. Your locked car is broken into and your personal property, and that of a friend, is stolen.
 6. A burglar breaks your front door lock and steals your valuables or personal property
- iv. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

11. SATTELITE DISH AND ANTENNA ADDENDUM

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

- A) Size: A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- B) Location: A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc. of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
- C) Safety and non-interference: Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle.
- D) Outside Installation: If a satellite dish or antenna is placed in the permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- E) Signal transmission from Outside Installation: If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a 'flat' cable under a door jam or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
- F) Installation and Workmanship: For safety purposes, resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. to install a satellite dish, antenna, and related equipment.
- G) Maintenance: Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.
- H) Removal and damages: Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.
- I) Liability insurance and indemnity: Resident is fully responsible for any satellite dish or antenna and related equipment. Owner/Agent does require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$1,000,000 (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.

J) When Resident may begin installation: Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 9 of this addendum, if applicable, (3) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

Resident(s) Initials: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

12. SMOKING POLICY ADDENDUM

A) Smoking Policy. Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

B) Non-Smoking Areas: Resident and members of Resident's household shall not smoke tobacco products in area in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from Non-Smoking Areas.

C) Owner/Agent Not Guarantor of Smoke-Free Environment: Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.

D) Other Residents Are Third Party Beneficiaries of this Addendum: Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.

E) Effect of Breach: A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

F) Disclaimer: Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

G) Damage to the Unit: Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.

H) Effect on Current Tenants: Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

Resident(s) Initials: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

13. HAZARDOUS WASTE DISPOSAL ADDENDUM

Beginning February 8, 2006, it is illegal for any person or household to dispose of batteries, fluorescent light bulbs, and electronic devices in the trash. These items (called 'universal wastes') must be disposed of at a household hazardous waste facility. Enclosed you will find a copy of a Q & A prepared by the Department of Toxic Substances Control, which administers the Universal Waste program. It provides information about the type of wastes covered by the regulation and provides links for more information, including how to find a household hazardous waste drop off site in your area (if not listed below).

If you have any questions, please do not hesitate to contact the owner or manager of your community.

For Local Household Hazard Waste Disposal Information Contact: Phone: 800.606.6606

Questions and Answers on Requirements for Handling Universal Wastes*

A) What has changed? Until February 8, 2006 households and some small businesses are allowed to put waste batteries, electronic devices, and fluorescent light bulbs in the trash. Homeowners can also throw away mercury-containing thermostats until this date. After February 8, these items, called universal wastes, should not be placed in the trash.

B) What are universal wastes and why can't I put them in the trash? Universal wastes are hazardous wastes that are generated by several sectors of society, rather than a single industry or type of businesses. Hazardous wastes contain harmful chemicals, which, if put in the trash may harm people or the environment. Universal wastes include:

- i. Common Batteries ' AA, AAA, C cells, D cells and button batteries (e.g. hearing aid batteries). These may contain a corrosive chemical that can cause burns as well as toxic heavy metals like cadmium. (Automotive type batteries are not universal waste. When they become waste, they are regulated under a different law.)
- ii. Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps - Fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium, and neon bulbs. These lights contain mercury vapor that may be released to the environment when they are broken. Mercury is a toxic metal that can cause harm to people and animals including nerve damage and birth defects. If mercury is released into the environment it can contaminate the air we breathe and enter streams, rivers, and the ocean, where it can contaminate fish that people eat.
- iii. Thermostats ' There is mercury inside the sealed glass "tilt switch" of the old style thermostats (not the newer electronic kind)
- iv. Electronic Devices such as: televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, radios, and microwave ovens. These devices often contain heavy metals like lead, cadmium, copper, and chromium.

14. EMERGENCY EXITING PROCEDURES ADDENDUM

This addendum is provided by the building management for your safety. It tells you what to do in case of fire in this building. Please read it and retain for reference.

A) IF YOU ARE ABLE TO LEAVE YOUR ROOM:

- i. Close your unit door, and take your unit key with you.
If there is smoke, stay low to the ground. Use stairways to evacuate.
Never use elevators during a fire. They could stop at floors that contain fire.
Handicapped persons should proceed to stairwell for assistance
Pull the closest fire alarm and warn other people in the area.
If there is a telephone available, dial 911.

B) IF TRAPPED IN YOUR ROOM

- i. If your front door is hot, don't open it.
Call the Fire Department at 911
Wedge cloth material along the bottom of the door to keep smoke out.

Close as many doors as possible between you and the fire.
Block air conditioning vents if there is smoke coming in.
Open windows cautiously so as not to allow outside smoke to enter the room.

** REMEMBER, if you have broken the window, you cannot close it again if you need to.

15. BERKELEY RENT CONTROL NOTIFICATION:

Per Berkeley Rent Stabilization Board's regulations. Rent increases will go into effect EACH JANUARY. The resident will receive a 30-day written notice of this increase. The increase is determined by the Berkeley Rent Stabilization Board and

varies on a yearly basis.

16. ODOR ADDENDUM:

Resident acknowledges that premises are free of odors and agrees to return the unit to the same condition as it was received. Resident shall pay Owner/Agent to repair, replace, or rebuild any portion of the premises necessary to remove any odors incurred by the resident.

17. INFORMATION FOR SERVICE OF PROCESS:

Information for Services of Process, Notices and Demands: **Cedar Properties** at **55 Santa Clara Ave., # 200; Oakland, CA 94610**. This is (check one) Property Manager Owner.

18. TERMINATION ADDENDUM:

Resident(s) acknowledge here that a Termination of this Agreement by any Tenant shall be deemed a Termination of ALL occupants.

19. ADDITIONAL OCCUPANT ADDENDUM:

If resident(s) desire to add an additional occupant to the unit, Owner reserves the right to increase the rent by 10% or as permissible by law if greater, compounded for each additional occupant approved by the Owner.

20. MOVE-IN AND MOVE-OUT TIME:

Resident(s) has the right to move into the unit starting at 3:00pm on the first day of the lease, and must be completely moved out and the entire premises fully clean by 10:00am of the day after the lease terminates.

21. 90-DAY NOTICE AND 'ONE YEAR ONLY' LEASE POLICY:

Resident(s) acknowledge that this lease requires AT LEAST ninety (90) days written notice of intent to vacate and that Cedar Properties maintains a non-negotiable policy of "One Year Only Leases that Terminate on Specific Dates in the Summer". See also: Item # 5, Page 1 of Lease.

Resident(s) Initials:

22. VENUE:

In the event of any lawsuit concerning this lease, the venue of the lawsuit shall be San Mateo County, California. See also: Item # 33 on Page 5 of this lease.

Resident(s) Initials:

23. UTILITY PASS-THROUGH:

Water/Sewer, Gas, Electricity, Gas for Hot Water is/are master metered for the building. Resident(s) pay a pass-through each year that is based on the previous year's usage. Pass-through charges are apportioned to each apartment by the apartment square footage (or other reasonable distribution). The pass-through charge for **123 Cedar Parkway** is currently **\$40.00** per month. This charge is updated annually, generally on April 1st, and is changed with a 30-day notice.

24. POLITICAL SIGNS ADDENDUM:

California law allows residents to post political signs, subject to certain limitations.

- A) Political Signs (defined): A 'political sign' is one that relates to any of the following:
 - i. An election or legislative vote, including an election of a candidate to public office.
 - ii. The initiative, referendum or recall process.
 - iii. Issues that are before a public commission, public board or elected local body for a vote.
- B) Size and Location of Signs: Resident may only post political signs in the window or door of the premises leased by Resident in a multi-family dwelling or in the case of a single family home, from the yard, window, door, balcony, or outside wall of the premises leased by the Resident. The signs may not be:
 - i. More than 6 square feet in size.

- ii. Posted or displayed in violation of any local, state, or federal law.
- iii. Posted or displayed in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6.

C) Posting and Removal of Signs: Resident shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A tenant shall be solely responsible for any violation of a local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted 90 days prior to the date of the election or vote to which the sign relates and must be removed 15 days following the date of the election or vote.

D) Damages: Resident may not install or allow a political sign to be installed that causes any damage to or alteration of the leased premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes. Resident is strictly liable for any damages or injury as a result of such installation, and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).

E) Effect of Breach: A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

Smoke detectors and carbon monoxide detectors are provided for your personal safety. Anyone who willfully and maliciously tampers with, damages, or removes any smoke detector or carbon monoxide detector is guilty of a misdemeanor. Any person who willfully and maliciously sends, gives, transmits or sounds any false alarm of fire is guilty of a misdemeanor.

The undersigned Resident(s) acknowledge(s) having read and understood the forgoing twenty four Addenda.

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Owner/Agent: _____ **Date:** _____

THIS LEASE NOT VALID UNTIL APPROVED BY BROKER

Broker: _____ **Date:** _____

Move-in / Move-out Form

Dear Resident,

This form has been provided to you to help prevent any misunderstandings between Resident and Owner and is strongly recommended in all tenancies. **It should be completed and reviewed by the management within one week of moving in.** This form will be used to help determine how your security deposit will be disbursed back to you upon moving out. **The Resident agrees that upon move-in, the conditions of these premises are clean, undamaged, in good working order, and are adequate for customary use unless otherwise specified below.** Any items of concern should include a detailed explanation on the lines provided. Please attach any additional pages of explanation, if necessary.

Resident(s): **John Doe, Jane Doe, Josh Doe, Jeff Doe** Move In Date: **06/01/15**
Address: **123 Cedar Parkway ; Oakland, CA 94601**

I. Overall Unit:

- | | | |
|--|---|--|
| <input type="checkbox"/> Unit is Clean and Free from Debris | <input type="checkbox"/> All Lights Function | <input type="checkbox"/> No Wall Damage |
| <input type="checkbox"/> All Door Locks Function (Keys Work) | <input type="checkbox"/> Heater Functions | <input type="checkbox"/> No Floor Damage |
| <input type="checkbox"/> Windows Function and are Intact | <input type="checkbox"/> Smoke Detectors Function | |

II. Kitchen:

- | | | |
|--|---|--|
| <input type="checkbox"/> Kitchen is Clean | <input type="checkbox"/> Stove/Oven Functions | <input type="checkbox"/> Exhaust Fan Functions |
| <input type="checkbox"/> Dishwasher/Disposal Functions | <input type="checkbox"/> Refrigerator Functions | <input type="checkbox"/> Plumbing Functions |

III. Bathroom(s):

- | | | |
|--|---|---|
| <input type="checkbox"/> Bathroom is Clean | <input type="checkbox"/> No Water Leaks | <input type="checkbox"/> Plumbing Functions |
| <input type="checkbox"/> Exhaust Fan is Functional and Clean | <input type="checkbox"/> No Visible Mold / Mildew | <input type="checkbox"/> |

Please note all issues (use an additional sheet, if necessary):

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Owner/Agent: _____ **Date:** _____

IMPORTANT NUMBERS **FOR APARTMENT LIVING**

The following are telephone numbers for most of the utilities and services you will have to contact.

Electricity and Gas: PG&E Residential Services: 800-743-5000.

Water Service (E.B.M.U.D.): 866-403-2683.

Trash Collection and Recycling:

Berkeley – 510-981-7270

Oakland/Emeryville – 510-613-8700

Local Telephone Service (AT&T): 800-288-2020

Cable Television & Cable Modem: 800-COMCAST.

Emergencies (Police, Fire, Ambulance): 911.

Maintenance: Contact your Owner / Agent: Cedar Properties

If Cedar Properties IS your manager, call 510-834-0782 with any general maintenance issues and call 510-220-6847 with any emergency maintenance issues.

If Cedar Properties IS NOT your manager, please contact the person or entity listed above at the number shown on page one of your lease.

Berkeley Street Parking Permit: 510-981-7200 ext. 3. Currently (2013) the fee is \$34.50 per year. You will need to show all of the following: 1) Photo Identification; 2) Automobile Registration with your new address; 3) and one of the following with your new address: Lease Agreement; Bank Statement; Credit Card, PG&E, Telephone, or Cable Bill. For full info, visit this website: http://www.ci.berkeley.ca.us/Customer_Service/Home/RPP_Residential_Preferential_Parking.aspx

Oakland Street Parking Permit: (510) 986-2681. The fees vary based on your location. You will need to show all the following: 1) Proof of Residency; 2) Proof of Vehicle Ownership. For full info, visit this website: http://www.oaklandnet.com/government/fwawebpage/parking/parking_Respermit.htm

CITY OF OAKLAND P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency Rent Adjustment Program

(510) 238-3721 FAX (510) 238-6181 TDD (510) 238-3254

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

• **The City of Oakland has a Residential Rent Adjustment Program (“RAP”) (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.**

• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

• If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

• To contest a rent increase, you must file a petition with the RAP using the Rent Program’s form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

• If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has **not** been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

• Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, OM.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so.

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking or IS NOT permitted in 123 Cedar Parkway , the unit you plan to rent.
- Smoking IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant’s building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There IS NOT a designated outdoor smoking area.

I received a copy of this notice on _____ (date) _____ (signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721. Baün Thoàng Baùo quyeàn löii cuûa ngöðøi thueâ trong Oakland naøy cüông cöu baèng tieáng Vieät. Ñeä cöu möät baün sao, xin goüi (510) 238-3721.



PARKING, STORAGE, INTERNET, YARD, LAUNDRY AND MISC. AGREEMENTS

This AGREEMENT is entered into on 06/01/15 by and between Cedar Properties , "Owner/Agent" and JohnDoe, Jane Doe, Josh Doe, Jeff Doe, "Residents". IN CONSIDERATION OF THEIR MUTUAL PROMISES OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at:

123 Cedar Parkway
Oakland, CA 94601

2. **PARKING AGREEMENT:** Resident hereby agrees to rent one parking space at **123 Cedar Parkway** . This parking space is known as space # **5**. The monthly cost for this parking space shall be **\$1.00**. The initial term of this lease shall be from **06/01/15** to **05/31/16**. After the initial term, this lease shall be month-to-month. This parking agreement shall be fully separate from the rental lease of the same date and not subject to rent control. After the initial term of the lease, either party has the right to terminate with a 30-day notice.

3. **STORAGE AGREEMENT:** Resident hereby agrees to rent one storage space at **123 Cedar Parkway** . This storage space is known as space # . The monthly cost for this storage space shall be **\$0.00**. The initial term of this lease shall be from **06/01/15** to **05/31/16**. After the initial term, this lease shall be month-to-month. This storage agreement shall be fully separate from the rental lease of the same date and not subject to rent control. After the initial term of the lease, either party has the right to terminate with a 30-day notice.

4. **INTERNET ACCESS AGREEMENT:** Building **IS NO** equipped with internet service that resident(s) can **NO** rent from Owner/Agent. Resident(s) is renting Internet access for **\$0.00** per month. This agreement is wholly separate from the lease of the same date and is not subject to rent control. The initial term of this lease shall be from **06/01/15** to **05/31/16**. After the initial term, this lease shall be month-to-month. After the initial term of the lease, either party has the right to terminate with a 30-day notice.

5. **YARD AND LAUNDRY ACCESS AGREEMENT:** Resident agrees to pay an access fee for utilizing the laundry room of \$1.00 a month. Resident agrees to pay an access fee for utilizing the common yard for \$1.00 a month. This agreement is wholly separate from the lease of the same date and is not subject to rent control. The initial term of this lease shall be from **06/01/15** to **05/31/16**. After the initial term, this lease shall be month-to-month. After the initial term of the lease, either party has the right to terminate with a 30-day notice.

6. **MISCELLANEOUS AGREEMENT(S):**

Resident: _____ Date: _____ Resident: _____ Date: _____

Resident: _____ Date: _____ Resident: _____ Date: _____

Owner/Agent: _____ Date: _____



PET AGREEMENT

This AGREEMENT is entered into on 06/01/15 by and between Cedar Properties, "Owner/Agent" and JohnDoe, Jane Doe, Josh Doe, Jeff Doe, "Residents". IN CONSIDERATION OF THEIR MUTUAL PROMISES OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at:

**123 Cedar Parkway
Oakland, CA 94601**

2. The Rental/Lease Agreement provides that without Owner/Agent's prior written consent, no pets shall be allowed in or about the premises.
3. Resident desires to keep the pet described here ("Pet"): **Lily; a 5-year-old, 10-pound, white, Jack Russell dog**
4. In the event of default by Resident of any of the terms in this Agreement, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep said Pet on the premises by giving Resident written thirty (30) day notice.
5. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets.
6. Resident agrees that Pet will not be permitted outside Resident's unit unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited.
7. Pet must need not (check one) be neutered.
8. If Pet is a bird, it shall not be let out of the cage.
9. If Pet is a fish, the water container shall not be over _____gallons and will be placed in a safe location in the unit.
10. Pet shall not be fed directly on the carpeting in the unit. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
11. Resident shall not permit, and represents that Pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Resident, guest, or the public. Any "mess" created by Pet shall immediately be cleaned up by Resident. Resident must provide and maintain an appropriate litter box, if applicable.
12. In the event that Owner/Agent, contractor, or maintenance personnel need access to the unit, **the pet will be confined in the following manner:** put in a kennel/crate removed from premises not applicable other ____
13. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with Pet, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Pet.
14. Resident shall deposit with Owner/Agent an additional security deposit of \$ 0.00. Owner/Agent does does not (check one) require Resident to carry renter's insurance to cover damages caused by Pet.

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

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Resident: _____ **Date:** _____ **Resident:** _____ **Date:** _____

Owner/Agent: _____ **Date:** _____

