



## LEASE AGREEMENT

Date: <b>March 12, 2018</b>	Suite Community: <b>The Berk</b> (the "Community")	
Resident Name: <b>Kshitiz Gupta</b> (herein "you" or "your")	Permanent Address: <b>2650 Durant Ave Berkeley, CA 94720</b>	
Landlord/Owner: <b>EDR Berkeley LP</b> (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)	Owner's Address: <b>2315 College Ave Berkeley, CA 94704 (510) 647-2328</b>	
Property Manager: <b>EDR Management Inc. ("Manager")</b>	Lease Term: <b>August 15, 2018</b> ("Starting Date") to <b>May 20, 2019</b> ("Ending Date")	

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.  
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one bed within a furnished Bed for your exclusive use (referred to herein as your "**Bed**" or "**Premises**") in a **1 Bed suite (1 BEDROOM, 3 PEOPLE, 3 BEDS, 1 BATH NO KITCHEN)**, and together with the other residents of the suite, you have the joint right to use the common areas of the suite, which are composed of those areas within the suite to which you have access without going into another Bed, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Suite (the "**Common Areas**"). Your Bed, the other Beds in the Suite and the Common Areas are referred to collectively in this Lease as the "**Suite**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **72 hours** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at **12:00pm** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Suite, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bed until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bed for you while we are waiting on you to submit a complete set of documents. If your Bed is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bed is available for your occupancy. Thereafter, if your Bed cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bed to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**
3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is **\$11,290.00** (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in **Ten, (10)** equal installments of **\$1,129.00** payable as follows; the first installment due on **July 15, 2018**, with remaining installments due on or before the **1st** day of each month beginning **September 1, 2018**.

The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	\$1,129.00
<b>TOTAL RENT</b>	<b>\$1,129.00</b>



Resident:



Owner/Agent: \_\_\_\_\_

With the exception of the first installment, you will pay us the "**Rent Installment**", which is composed of the Base Rent and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable to **The Berk** at the following address: **2315 College Ave, Berkeley, CA 94704** (or such other place of which you are notified in writing). Forms of payment accepted are: [In no case will personal checks be accepted after the 3rd day of the month or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment]. The normal hours available to make payments in person are from , on all non-holiday . Electronic payments can also be made on our website at [www.theberkoncollege.com](http://www.theberkoncollege.com) using your resident login. Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.

As an applicant, you may be responsible for a non-refundable **Application Screening Fee ("ASF")** to enable us to purchase a consumer credit report and to validate, review, or otherwise process your rental application. The ASF shall represent our out-of-pocket costs, and shall be provided to you with an itemized list of expenses for processing the application. The ASF shall not exceed **\$40.00**. Pursuant to **California** law, you have resident screening fee rights, including the right to a copy of your consumer credit report if one is obtained with your screening fee, a refund of any unused portion of the fee and a receipt of the costs of the screening. For more information about your rights, please visit the following link provided by the City of **Berkeley**:

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=civ&group=01001-02000&file=1940-1954.1>.

**If your Rent is not paid by 10am on the third (3rd) day of the month, your Rent is late and you will be charged \$25.00 in addition to your Rent, to offset administrative costs incurred by us to process your late payment and in recognition of a reasonable approximation of actual damages to the Owner resulting from your late payment, and not as liquidated damages. In addition, beginning with the 6th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid, to further offset administrative costs incurred by us to process your late payment and in recognition of a reasonable approximation of actual damages to the Owner resulting from your late payment, and not as liquidated damages. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.**

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$35.00** for the first returned check and for each additional dishonored check thereafter, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent or to enforce any other right available to us under **California** law, regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked:

☒ Electricity, ☒ Gas, ☒ Water, ☒ Sewer, ☒ Garbage Removal, ☐ Cable TV, ☐ Telephone.

If the utility services invoice for the Apartment is in excess of **\$0.00** for a **1** bed apartment, the excess charges will be equally divided among the residents of the Apartment. Your portion of the excess of the utility services invoice will be due within \_\_\_\_\_ days upon receipt of invoice. Resident also agrees to pay estimated utility overage in excess of allowance, for the last month of occupancy with their last installment. The estimated overage will be based on the previous month's overage. Any difference in the actual overage will be billed and/or refunded to the resident. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

6. **INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not

responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 6.**

7. **RELOCATION.** It is understood that the Suite contains other Beds in which other residents may reside. If the Suite consists of more than one Bed, we have the right, when any Bed within the Suite is unoccupied, to place a new resident in the unoccupied Bed unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied Bed. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon 5 days advance written notice to relocate you to another suite unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than 5 days' notice. The fact that you and the other residents of the Suite may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Suite was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$200.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation to offset administrative costs incurred by us in connection with your relocation and in recognition of a reasonable approximation of actual damages to the Owner resulting from your relocation, and not as liquidated damages. Our consent to one or more relocations will not be a waiver of any of our rights with respect to any future relocation(s) requested by you.
8. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bed and the Suite. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Suite for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
9. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Suite and your Bed at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Suite and your Bed as we see fit, in our sole discretion, and to show the Suite or your Bed to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Suite and Bed at any time without notice in the event of an emergency. **You may not change any locks. You agree that your request for maintenance or repairs shall constitute permission to enter.**
10. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Suite or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. We are not liable if another resident in the Suite was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. You agree to indemnify, waive all subrogation, and hold harmless the Owner, **EDR Management Inc.**, and their agents, affiliates, successors, assigns, employees, property managers, members, officers, directors, and attorneys from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct.

**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Suite door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Suite and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

11. **DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bed should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease,

or move you to similar accommodations within the Community and repair and restore your Bed. In the event of such damage or destruction to your Bed your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a Bed within the Community or reasonably similar accommodation.

**12. DEFAULT.** You are in violation of this Lease if any of the following occur:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **14** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Suite are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bed after completion of all required documentation, or if you abandon or apparently abandon your Bed (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bed);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bed or the Suite (whether or not we can establish possession);
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident suite environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bed or in the Suite; or
- k. "Good cause" exists for your eviction, as set forth under section 13.76.130 of the **Berkeley** Municipal Code.
- l. **Limited Cure Rights.** For a failure to provide a security deposit or guarantor, or a non-monetary default that does not involve any violation of fire, health or criminal laws, or destruction of property, or actual or threatened bodily harm, so long as such default can be cured, we will permit you a period of **five (5) days** to cure such default before we exercise any of our remedies under this Lease.

**13. REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bed and institute an action for eviction, provided the predicate requirements for such eviction have been met under state and local law;
- e. Terminate your right to occupy your Bed and institute an action for eviction provided the predicate requirements for such eviction have been met under state and local law, but not terminate the Lease or end your monetary obligation for the Bed;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g, provided the predicate requirements for such action have been met under state and local law.
- i. In the event of a default for failure to provide all of the required payments and documents, including a guaranty or security deposit, within **14** days of our execution of this Lease, you acknowledge that we will incur opportunity costs in addition to administrative costs. You further acknowledge that, in such a case, our damages will be impracticable or difficult to quantify. In addition to our being able to terminate the Lease on account of your failure, you agree to pay to us a one-time fee in the amount of **three** Rent Installments to offset our costs, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease, and not as liquidated damages.

**The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bed and leave the Suite or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we**



specifically agree to it in writing.

**14. RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

**15. CONDITION OF PREMISES.**

- a. Acceptance of Premises. An Suite Condition Form will be provided to you at the time that you move into the Premises. Within 48 hours after you move-in, you are required to return the Suite Condition Form and notify us in writing of any defects or damages in your Bed and in the Apartment; otherwise, your Bed, the Suite, and the fixtures, appliances and furniture in your Bed and the Suite will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BED, THE SUITE, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BED AND THE SUITE IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR BED, THE SUITE, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BED AND THE SUITE.**
- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bed and the Suite you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Suite. You shall (i) remove any visible moisture accumulation in or on the Suite, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Suite at reasonable levels. You shall keep your Bed and the Suite you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Suite that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Suite.** You agree to maintain the Suite in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Suite in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the suite; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Suite and any costs associated with cleaning other resident's belongings or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Suite for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bed assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bed, the Suite or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Suite by other residents of the Suite if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bed and the furnishings provided in the Bed. In addition, you will be jointly and severally liable for all damages to other shared areas of the Suite and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the termination of this Lease.
- d. Repair & Deduct Remedy. You may use the "repair and deduct" remedy for certain defects, but only if the following conditions have been met: (i) the defects are serious and directly related to your health and safety; (ii) the repairs do not cost more than one month's rent; (iii) you have not used the repair and deduct remedy more than twice in any 12-month period; (iv) you or your family, guests, or pets did not cause the defects that require repair; (v) you informed us, either orally or in writing, of the repairs that were needed; (vi) you gave us a reasonable period of time to make the

needed repairs and we did not make the repairs within a reasonable time; and (vii) you presented us with receipts after the repairs were made.

16. **RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bed to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender), color, sexual orientation, marital or familial status, ancestry or national origin, source of income, age, disability or handicap, medical condition, or any other reason prohibited by law. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent. If you have a disability, we must allow you to make reasonable modifications to the Suite to the extent necessary to allow you the full enjoyment of the premises; in this case, you must pay for the accommodations. We may also require you to enter into an agreement to restore the interior of the Suite to its previous condition at the end of your tenancy. We may also enter into an agreement with you, as part of your agreement to restore the Suite, for you to pay a reasonable estimate of the restoration cost into an escrow account.
17. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. Without waiving your rights as a Resident under Civil Code §§ 1950.5, 1953, or 1954, you will not move out of your Bed or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bed or the Suite. Unless otherwise allowed by law, no surrender of your Bed by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
18. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bed and the Suite, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bed and Suite, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three (3) days prior to the expiration of the Lease Term. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above. If you leave any of your property in your Bed or in the Suite after you leave or after the end of the Lease Term, that property is considered to be abandoned by you after the expiration of applicable notice and grace periods as provided by state law, and we can take such action as allowed by state law with respect to storing, releasing, selling, or disposing of such property, and we reserve all rights under state law to charge you our costs associated with such actions. If we reasonably believe the total resale value of the abandoned property to be less than **\$100.00**, we reserve all rights under state law to retain the property for our own use or dispose of it in any manner.
19. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Suite in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Suite. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
20. **CONSENT TO JURISDICTION.** This Lease has been entered into in the State of **California**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Alameda County, California**.
21. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of **California**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
22. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
23. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
24. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease, including the Rules and Regulations (and any later written amendments thereto) and the Guaranty, contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
25. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any

reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bed and the Guarantor where applicable.

26. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
27. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bed and to use the Common Areas of the Suite. You may occupy your Bed as your private residence and for no other purpose. While you cannot lease any part of your Bed or the Suite to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bed before filling other Beds in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
28. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
29. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
30. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
31. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
32. **HOLDING OVER.** If you still occupy your Bed past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bed, then you will be required to pay holdover rent in the amount of **\$150.00** per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bed and damages from you.
33. **NOTICES; ELECTRONIC NOTICE.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (\*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you by posting the notice or demand on the front door of the Suite, or as otherwise required by law. When the notice applies to more than one resident of the Suite, such notice shall, unless otherwise required by law, be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
34. **PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.
35. **PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be

applied. You hereby release, forever discharge, and agree to hold harmless the Owner, **EDR Management Inc.**, and any of their agents, affiliates, successors, assigns, employees, property managers, members, officers, directors, and attorneys or someone authorized by them, for any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether based upon common law or statute or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

- 36. REGISTERED SEX OFFENDERS NOTICE.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://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.
- 37. SMOKING.** Smoking is prohibited in Resident's unit and all common areas of the multi-unit residence. It is a violation for Resident, or any other person subject to the control of the Resident or present by invitation or permission of the Resident, to engage in smoking in the Resident's unit or any common area of the multi-unit residence. This smoking prohibition is a material term of the Lease/Rental Agreement, and breach of a material term by the Resident may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. (Berkeley Municipal Code Section 13.76.130.) For purposes of this Section, the terms "smoke", "unit", "common area", and "multi-unit residence" are as defined in the Berkeley Municipal Code, Chapter 12.70.
- 38. INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 39. GUESTS AND OVERNIGHT STAYS.** You may have guests in the Suite at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Suite any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Suite for a total of **5** nights per month, but only consecutive nights each month, and in no event more than **30** days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.**

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **EDR Berkeley LP**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner



**Signed by Kshitiz Gupta**

Tue Mar 20 03:05:52 PM PDT 2018

Key: 58353033; IP Address: 173.8.182.73

Kshitiz Gupta (Resident)

Date

(Owner/Agent)

Date



## THE BERK RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in **The Berk**, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

- First:** If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.
- Second:** If there is a second complaint following the issuance of a written warning, we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.
- Third:** If there is a third complaint following the issuance of a written warning and a fine, we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.
1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
  2. You will not use any part of the Community, Suite, or Premises for any commercial business or purpose. You will use and occupy your Bed, the Suite and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
  3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bed or the Suite or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bed or the Suite. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Suite.
  4. If the Community allows pets, you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Suite. Otherwise, pets are not permitted in or about the Suite except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Suite, the following will apply:
 

**First:** A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

**Second:** Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.
- Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
  6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
  7. Due to the risk of fire hazard, live decorations such as trees/wreaths are prohibited.
  8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Suite. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
  9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal

laws.

10. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Suite and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bed, Suite, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a material violation of the terms of your Lease and may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance (Berkeley Municipal Code Section 13.76.130) and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$25.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs.
14. You must comply with all posted Rules and Regulations.
15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Suite. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove. Pursuant to local regulations, you must recycle all paper, cardboard, and food and beverage containers.
16. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Suites are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Suite and on the floors below you.**
17. Subject to our right to remove it at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Community - it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.
18. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than **\$100,000.00** per occurrence ("Insurance Requirement"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are

not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings - it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other residents at the Community a program (the "Program") providing residents with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through **Multifamily Insurance Partners LLC**. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. If you arrange your own personal liability insurance from a company other than **Multifamily Insurance Partners LLC**, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

- A. From **Multifamily Insurance Partners LLC** through the Program. If you elect to purchase personal liability insurance (or renters insurance) from **Multifamily Insurance Partners LLC**, **Multifamily Insurance Partners LLC** will provide us with the required proof of insurance. (You may access this Program at [www.StudentInsurancePolicy.com](http://www.StudentInsurancePolicy.com) or by calling **866-341-1314**.)

OR

- B. From another insurance company of your choosing, in which case you must:
  - (1) Obtain and maintain a policy of **\$100,000.00** personal liability insurance
  - (2) Have your insurance policy designate Owner and Manager as an "interested party"
  - (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

- 19. All terms defined in the Lease shall have the same meaning in the Rules and Regulations
- 20. We reserve the right to amend these Rules and Regulations at any time without prior written notice.
- 21. Self-balancing scooters, e.g. battery operated scooters, hands-free Segways, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.



## SECURITY DEPOSIT ADDENDUM

In consideration for the making of an agreement for rental and lease of premises at **The Berk** in Berkeley, California, the terms of which are incorporated by reference herein, the resident hereby agrees to furnish a security deposit in the below amount and that a security deposit will be accepted as stated in the Rental Criteria.

**Amount of Security Deposit: \$1,037.00**

Said security deposit is to ensure that the unit leased is returned without damage to the property and rent and other amounts due to **The Berk** are paid in full and/or as otherwise permissible under state and local law pertaining to security deposits.

In witness whereof, the undersigned on the date indicated have entered into the Addendum to the Lease Agreement.



**Signed by Kshitiz Gupta**

Tue Mar 20 03:07:55 PM PDT 2018

Key: 58353033; IP Address: 173.8.182.73

Kshitiz Gupta (Resident)

Date

(Owner/Agent)

Date