

LEASE AGREEMENT (California)

This Lease Agreement ("Lease" or "Agreement") is entered into by and between Essex Management Corporation, a California corporation (hereinafter "Landlord"), as agent for the owner of the Property identified in Paragraph A of the Fundamental Lease Provisions ("FLP") below and the individuals or entities set forth in FLP Paragraph B (singularly and collectively "Resident") for the rental of the Leased Premises identified in Paragraph D ("Premises" or "Unit") on the terms and conditions set forth in this Lease. Landlord and Resident are referred to in this Lease as "the Parties."

Fundamental Lease Provisions

- A. Landlord:** Essex Management Corporation, a California Corporation as agent for the Owner of the Property commonly known as **Paragon** ("Property" or "Community"). The Management Office for the Property is located at:

Address: 3700 Beacon Avenue, Fremont, CA 94538	
Phone Number: (510) 796-3700	Email: paragon@essex.com

- B. Resident:** **Lei Guo and Ryan Smith**. All occupants 18 and over must be identified in this paragraph, sign this Lease and are jointly and severally responsible for all obligations of Resident under this Lease.

Resident: Lei Guo	Phone Number: (718) 564-0718	Email: leiguo2009@gmail.com
Resident: Ryan Smith	Phone Number: (209) 768-0059	Email: rksmith369@gmail.com

- C. Authorized Occupants other than "Resident":**
- D. Leased Premises:** **3700 Beacon Ave. #A425, Fremont, CA 94538**
- E. Initial Term of Lease:** **1 year**, commencing on **December 8, 2017** ("Commencement Date") and terminating on **December 7, 2018** ("Initial Termination Date").
- F. Monthly Base Rent:** **\$2,567.00** payable to **Paragon** at Landlord's address and telephone number identified in Paragraph A above. The usual days and hours when Management Office is open to accept the payment of rent in person is **Monday - Friday 9am-6pm; Saturday 10am-5pm; Sunday 12pm-5pm**
- G. Utilities:** See Utilities Addendum
- H. Amounts for Additional Rentable Items:**
- (See applicable agreements/addenda for details.)
- I. Security Deposit:** **\$3,167.00**
- J. Additional Deposit:** **\$0.00**
- K. Late Fee:** **\$85.00**.
- L. Parking Space/Permits:** See Vehicle Registration Form

Parking Space #(s)	
Permit #(s)	

- M. Keys/Access Card:** See Access Cards, Keys, Remotes, Directories and Lock-Out Policy Addendum.
- N. Animals on Premises:** **0** **Pet Rent:** **\$0.00**
- O. Early Termination Option Fee:** **\$2,567.00**
- P. Renter's Insurance:** ☐ Encouraged ☒ Required in the amount of **\$100,000.00**

1. **ELECTRONIC SIGNATURES:** The Parties agree that they may enter into this Lease by electronic means, although traditional hard copies with ink signatures may be used instead at the option of the Landlord.
2. **LEASED PREMISES:** Landlord rents to Resident the Premises identified in FLP Paragraph D located within the Community identified above in FLP Paragraph A for use as a residence and for no other purpose.
3. **TERM & DELAY IN POSSESSION:**
 - (a) The term of this Lease shall be for the number of months set forth in FLP Paragraph E, commencing on the Commencement Date set forth in FLP Paragraph E and ending on the Initial Lease Termination Date set forth in FLP Paragraph E subject to earlier cancellation or termination as provided in this Lease or applicable law and subject to the renewal provisions of the "HOLDING OVER" paragraph below.
 - (b) Resident understands that, for reasons beyond the control of the Landlord, Landlord may not be able to provide occupancy to Resident on said Commencement Date (if, for example, a former tenant of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date). If, for any reason, Landlord is unable to provide occupancy to Resident by the scheduled Commencement Date, Resident's remedy in this event shall be limited to termination of this agreement, and Resident shall in this event be entitled to a prompt refund of any moneys paid. Landlord shall have no liability to Resident in this event other than the responsibility to promptly refund any moneys paid.
4. **HOLDING OVER:** **Unless another Lease is signed by the Parties hereto or unless written notice of election not to renew is given by either party thirty (30) days before the expiration of this Lease, this Lease shall be automatically renewed on a month-to-month basis, subject to amendment by Landlord as set forth in California Civil Code Section 827 and terminable by either party on thirty (30) days written notice in accordance with the provision of California Civil Code Section 1946.**
5. **RENT:**
 - (a) Resident shall pay to Landlord, as rent for the Premises, the Monthly Base Rent set forth in FLP Paragraph F. Rent shall be paid in full, in advance, on or before the first (1st) day of each month at the Address of Landlord indicated in FLP Paragraph A. Rent and all other charges due Landlord hereunder shall be payable to the entity indicated in FLP Paragraph F. Landlord reserves the right to pass tax increases on to Tenant with proper notice as required by law.
 - (b) For the convenience of the Resident, Landlord allows rent to be paid on-line through a variety of methods. Resident should contact Landlord for more information if Resident desires the convenience of this option. Payment may also be made by personal check, cashier's check or money order. Credit cards are not accepted on site for the payment of rent.
 - (c) The usual hours to make payments in person are set forth in FLP Paragraph F, or at such other place or in such manner as Landlord may from time to time designate. The usual days and hours to make payments may be modified from time to time. Such modified hours, if applicable, are posted at the Management Office. If Landlord serves Resident with a three (3) day notice to pay rent or surrender possession, which Landlord may do on any date after the first (1st) day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If any check given by Resident is returned unpaid by the bank upon which it is drawn, Landlord, in its sole and absolute discretion, may require that all subsequent payments for the balance of Resident's occupancy of the Premises (including the payment necessary to replace the dishonored check) be in the form of cashier's check or money order.
 - (d) It is Resident's responsibility to be certain that each payment is actually received by Landlord on or before its due date. A rent payment drop box may be available at the Property twenty-four (24) hours a day, seven (7) days a week. It is Resident's responsibility to be certain that each payment is actually received by Landlord on or before its due date. Use of a rental payment drop box is for Resident's convenience; the risk of receipt of funds by Landlord when such box is used is Resident's and not Landlord's risk.
 - (e) Landlord shall apply any payment made by Resident to any obligation of Resident to Landlord in Landlord's sole discretion. Landlord shall have this right notwithstanding any allocation or direction by Resident to Landlord, which allocation shall be voidable at Landlord's sole election, regardless of whether such direction or allocation appears on the face of the form of payment or in a separate writing. Generally, Landlord will apply rent received first to any past delinquent rent or utility balance owed by Resident before applying said payment to current rent due.
6. **LATE CHARGE AND NSF CHARGE:** Landlord and Resident agree that the actual cost to Landlord when

Resident fails to pay rent on time, or when Resident pays rent by a check which is subsequently dishonored by the bank, is difficult or impossible to ascertain, but the parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur costs, such as additional bookkeeping and administrative expense, bank charges, lost opportunity, cost of the late payment, etc. The parties accordingly agree that, any time the rent for any given month is paid after the **fifth (5th)** day of such month, Resident will in that month as a fair estimate of Landlord's costs and not a penalty, pay to Landlord a late charge in the sum indicated in FLP Paragraph K above. Resident acknowledges and agrees that where Landlord does not receive payment of rent by the **fifth (5th)** day of any month due to Resident's check being dishonored, or returned for Non-Sufficient Funds (NSF), Resident agrees to pay Landlord, as a fair estimate of Landlord's costs and not as a penalty a charge of **\$25.00** for the first dishonored check and **\$35.00** for any subsequent dishonored check. Both parties agree that the payment of these sums does not constitute an agreement Resident may pay rent late or by dishonored check. Rent remains due on the first (1st) day of the month and there is no grace period for the payment of rent. A three (3) day notice to pay rent or quit may be served at any time after the first (1st) business day of the month irrespective of the existence of the late or NSF charges as set forth herein.

- 7. CHECK CONVERSION:** If Resident makes any payment by check, it may be converted into an electronic funds transfer (EFT). This means Landlord will copy the check and use the account information on it to electronically debit Resident's account for the amount of the check. The debit from Resident's account will usually occur within twenty-four (24) hours, and may occur as early as the same day as Landlord receives the check. The debit will be shown on Resident's regular account statement. Resident will not receive the original check back. Landlord will destroy your original check, but will keep a copy of it to the extent required by applicable laws. If the EFT cannot be processed for technical reasons, Resident authorizes Landlord to process the copy in place of the original check. If the EFT cannot be completed because of insufficient funds, Landlord may require payment in certified funds as required by the Rent provision above.
- 8. SECURITY DEPOSIT:** Resident shall pay to Landlord, as security, the sum indicated in FLP Paragraphs I and J ("Security Deposit"). Landlord may, but shall not be obligated to, apply all or part of any Security Deposit to any of Resident's obligations hereunder. Application of the Security Deposit to any obligation is in addition to any other remedies available to Landlord as a result of Resident's breach of this Lease and doing so will not deprive Landlord from the right to terminate the tenancy for such breach. Resident agrees to restore the Security Deposit to its full amount within ten (10) days of written demand by Landlord. Failure to do so is a material breach of this Lease.

At the termination of Resident's tenancy, the Security Deposit shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. Resident acknowledges and agrees that:

- (a) After Resident has moved from and cleaned the Premises to the same level of cleanliness that existed at the time of Resident's initial occupancy, as disclosed by the Move-In Inspection Report attached to this Lease, Landlord will determine whether Resident is eligible for a refund of any or all of the Security Deposit;
- (b) The amount of the refund will be determined in accordance with the following conditions and procedures:
- (i) After the Resident has moved from the Premises, Landlord will inspect the Premises;
 - (ii) Landlord will refund to Resident the amount of the Security Deposit less any amount needed to pay the cost of the following:
 - a. Damages that are not due to ordinary wear and tear and are not listed on the Move-In Inspection Report (see Cleaning Guidelines in Community Handbook);
 - b. Charges for late payment of rent and returned checks; and
 - c. Unpaid amounts owing to Landlord, including, but not limited to, monthly base rent, unpaid utility bills and any related administrative costs, charges for unreturned keys and access devices, amounts outstanding under any other agreements between Landlord and Resident which contemplate use of the security deposit in the event of a default.
- (c) Resident may not use any portion of the Security Deposit toward the last month's rent.
- (d) Landlord's right to possession of the Premises for Resident's default shall not be in any manner limited because Landlord holds or applies the Security Deposit, or any portion thereof;

- (e) Subject to applicable law, Landlord shall not be obligated to pay Resident interest in connection with the Security Deposit.
- (f) The Security Deposit is applicable to all Residents jointly, and need not be accounted for until the permissible statutory period after such time as all Residents have vacated the Premises, which requires the return of possession of the Premises to Landlord, return of the keys and provision of Resident's new address to the Landlord. If Landlord does not have the Resident's forwarding address, the Security Deposit will be sent to the Resident's last known address.
- (g) Any refund due will be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing the Security Deposit.
- (h) If the Security Deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional Security Deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of the Resident's tenancy. Removal of the pet, satellite dish or waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the Security Deposit.

9. PERMITTED OCCUPANTS:

- (a) The Premises shall be occupied only by the Resident(s) identified in FLP Paragraph B and the Authorized Occupants set forth in FLP Paragraph C. No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent.
- (b) The acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident named in FLP Paragraph B, and shall not constitute permission for the person making the payment to occupy the Premises.
- (c) Should any person not named above in this FLP Paragraphs B or C make any claim to right of possession of the Premises, such person shall be deemed the guest or invitee of the named Resident and, at Landlord's sole option, their claim to right of possession may be denied.
- (d) The persons identified in FLP Paragraph C shall be deemed to occupy the Premises under the named Resident who are signatory to this Lease and shall thus be deemed the invitee of said named Resident. Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident and does not have an independent claim to right of possession of the Premises.
- (e) Resident understands that the number of occupants cannot exceed Landlord's occupancy standards for the floorplan of the Premises, which generally is no more than two persons per bedroom plus one additional person. If the household composition changes such that the number of occupants exceeds this occupancy standard, Resident agrees that such over-utilization shall be grounds for Landlord to terminate this Agreement, solely at Landlord's option.

10. UTILITIES: Resident is responsible for utilities as set forth in the Utilities Addendum attached to this Lease.

11. PHONE WIRING MAINTENANCE: Landlord shall provide Resident with at least one operational telephone jack and shall maintain and repair internal telephone wiring. Resident should initiate landline phone service in Resident's name so that phone service is available during emergencies. Landlord shall not be responsible for any consequences resulting from Resident's failure to do so. Resident acknowledges and is aware that cell service may not be available during emergencies and that Landlord makes no representation or guarantees as to cell phone coverage. Resident shall not install or cause to be installed any additional telephone jacks or in any manner alter, modify, or repair the internal telephone wiring without written consent of Landlord. Resident shall be liable to Landlord for any and all charges, damages or costs incurred by the Landlord as a result of the Resident's violation of this provision. Landlord makes no representations or warranties as to the location of any internal telephone jacks, that jacks may be moved or that any additional jacks may be installed.

12. JOINT AND SEVERAL LIABILITY AND AUTHORITY: All persons signing this Lease as Resident shall be jointly and severally liable for all obligations under this Lease, whether or not they remain in actual possession of the Premises. The giving by any individual Resident of a notice of termination of tenancy shall not terminate the Lease as to that Resident unless all Residents vacate the Premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Residents of the Premises, and may institute

unlawful detainer proceedings against all Residents in the event that they do not restore possession of the Premises to Landlord on or before the end of the notice period. Conversely, Landlord may, at its sole option, in the event that one or more Resident gives notice but all Residents do not return possession of the Premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Residents, including the Resident giving notice, shall remain fully liable for all obligations arising under this Lease whether or not they remain in occupancy of the Premises.

13. NOTICES AND AUTHORIZED MANAGER:

- (a) Any notice which Landlord gives to Resident shall be deemed properly served (whether or not actually received by Resident) if served in the manner prescribed in Code of Civil Procedure Section 1162. If Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure Section 1162, but Resident actually receives the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any Resident of the Premises shall be deemed valid service upon all Residents. It is not necessary to individually serve each Resident.
- (b) Resident is hereby notified that Essex Management Corporation is authorized to manage the property on the Owner's behalf and to accept service of process, notices or demands on behalf of the Landlord. Service may be effected on this entity at **1100 Park Place, Suite 200, San Mateo, CA 94403** Attention: Legal Department. Telephone **(650) 655-7800**.

14. PEST CONTROL:

- (a) The Premises and/or the Property is covered by a contract for regular pest control service. Pursuant to applicable law, concurrently with signing this Lease, you are being provided with a copy of the legally required notice provided by the registered pest control company entitled Pesticide Notice/Disclosure.
- (b) Resident and Landlord both have inspected the Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin, including bedbugs, in the Premises. Resident agrees to inspect all personal belongings for signs of bedbugs and other insects or vermin prior to bringing personal belongings into the unit and further agree not to bring into the Premises any belongings which Resident suspects may be infested with bedbugs, insects or other vermin.
- (c) Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of insects and vermin, including bedbugs, and comply with Rules and other policies relating to the prevention of infestations. Resident further agrees to report any signs of bedbugs, ants, fleas, roaches, or other insects or vermin immediately to Landlord.
- (d) If Resident allows individuals or items carrying bedbugs, fleas, roaches or other insects or vermin into the Premises, or has an infestation that cannot be traced to another source, such infestation will be deemed damage to the Premises and Resident will be responsible for all costs of treatment to the Premises, their personal belongings and surrounding units as necessary to eradicate the infestation (costs including but not limited to lost rents, pest control services, and tenant relocation). The choice of treatment shall be at the discretion of Landlord in consultation with Landlord's pest control vendor.
- (e) Resident agrees to cooperate with all pest control efforts at and within the Premises and the Property. Resident shall follow all instructions from Landlord and/or Landlord's pest control company with respect to treatment and eradication whether infestation is in Resident's unit, another unit or elsewhere on the Property at Resident's sole expense. Resident shall make arrangements to dispose of any furniture or other items infested with pests. Such items may not be disposed of at the Property.

15. REPORTING INFESTATIONS: Resident is required to report, in writing, any suspected infestations to Landlord immediately after discovery. Resident shall report any signs of any infestations, including, but not limited to any household member experiencing any bites, seeing any insects or other vermin within the Premises or seeing any feces or other detritus relating to insects.

16. INFORMATION ABOUT BED BUGS: Landlord hereby provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting or suspected information to Landlord:

- (a) **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body

swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

- (b) **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- (c) **Survival:** Bed bugs can survive for months without feeding.
- (d) **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- (e) **Common Signs and Symptoms of a Possible Bed Bug Infestation:**
 - (i) Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - (ii) Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - (iii) Very heavily infested areas may have a characteristically sweet odor.
 - (iv) Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- (f) **More Information:** For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- (g) This Agreement requires Resident to cooperate fully with Landlord in the prevention and treatment of any infestation, including the duty to report any signs of infestations. Prompt treatment and Resident cooperation is important when battling bed bugs. Early reporting allows the pests to be identified and treated before the infestation spreads. As a tenant, Resident is the first line of defense against bed bug infestations and should create living environments that deter bed bugs. Resident cooperation is shown to expedite the control of bed bugs and to prevent spreading of infestation. This includes reducing unreasonable amounts of clutter that creates hiding places for bed bugs, and regular checking of beds and laundering of linens.

17. ACCESS TO PREMISES:

- (a) The parties agree that the provisions of California Civil Code Section 1954 (and any other applicable statute or amendments which might be enacted subsequent to the execution of this Lease) govern the rights and duties relating to Landlord's access to the Premises. Landlord and Resident agree to comply with said statutory provisions with regard to permitting Landlord access to the Premises in accordance with said provisions.
- (b) Resident agrees that, should Resident deny Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Lease and shall entitle Landlord to serve Resident with a three-day notice to quit.
- (c) The law permits entry of Landlord and its contractors and invitees in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:
 - (i) Entry is due to an emergency, surrender or abandonment of the unit, or
 - (ii) Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or,
 - (iii) Resident is present and consents to entry at the time of entry, or
 - (iv) To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.

18. MISSTATEMENTS ON APPLICATION: Resident has completed an application in connection with executing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent

the Premises to Resident. Resident agrees any misstatements of fact in the Resident's application shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three day notice and take any other action to terminate the tenancy.

19. RESIDENTIAL USE OF PREMISES: Resident agrees that the Premises are rented for residential use only unless the Parties have executed a separate Live Work Addendum. Resident shall not use the Premises as a business address, nor shall Resident conduct any business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident may, however, to the extent consistent with the restrictions set forth in this section, use a portion of the Premises as a "home office." Nothing set forth herein shall be deemed as disallowing any use of the Premises that cannot be prohibited legally.

20. ASSIGNMENT AND SUBLETTING: Resident shall not assign this Lease nor sublet all or any part of the Premises. Permitting any person to occupy the Premises who is not named as a Resident in this Lease or authorized to occupy the Premises pursuant to this Lease shall be deemed an improper subletting of the Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be voidable at Landlord's discretion. Any assignment or subletting may be treated by the Landlord as non-curable breach of this lease.

21. CONDITION OF PREMISES-ALTERATIONS: Resident has inspected and accepts the Premises, and all improvements, furnishings and fixtures therein as being in good condition, and agrees to maintain the same in said condition. Any exceptions to Resident's acceptance of the Premises must be set forth in the Move-In Inspection Report executed by the Resident and Landlord and attached to this Lease as Addendum A. Resident agrees not to alter, install fixtures or improvements in, install or remove major appliances (including but not limited to washer/dryer, dishwasher, etc.), paint or redecorate the Premises or any part of the Property without the prior written consent of Landlord. Resident waives all rights to make repairs at the expense of Landlord, except and only to the extent same cannot be waived by law in which event same may only be made by Resident if reasonable prior written notice of the condition affecting the habitability of the Premises has been delivered to Landlord and such condition which requires such repairs has not been caused by Resident or any of Resident's invitees or guests. All costs of restoring the Premises or Property to its prior condition resulting from Resident's violation hereof or violation by Resident guests or invitees shall be paid by Resident within three (3) days after written demand therefore. For the purposes of safety and quiet enjoyment Resident shall not install or use portable washers or dryers on the Premises without Landlord's prior written consent.

22. PROPOSITION 65 WARNING: The Premises as well as the common areas in and around the Community may contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide, pool chemicals and gasoline components. More information on specified exposures is available at www.prop65apt.org as well as in the Proposition 65 Warning Brochure provided to Resident as an attachment to this Lease.

23. DUTY TO CLEAN AND VENTILATE: Resident hereby acknowledges that mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated. Resident agrees to comply with the Mold Addendum which is attached to and a part of this Lease.

24. LIABILITY/INDEMNIFICATION/HOLD HARMLESS:

- (a) Landlord shall not be liable to Resident, occupants or to any guests or invitees of Resident for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other cause not directly caused by fraud, willful injury or violation of law (negligent or intentional).
- (b) Resident understands and agrees that Landlord will not have any liability for loss or damage to Resident's personal property except to the extent caused by Landlord's negligence, intentional wrongful action or violation of law. Resident agrees that the Agreement will not terminate and Landlord will not be liable for any interruption with services or accommodations to Resident caused by casualty, strike, riot, orders, acts of public authorities, acts of third parties, or any other cause beyond Landlord's control.

(c) Resident agrees to hold harmless, protect, indemnify, and defend Landlord from and against any claims arising out of or relating to the use, occupancy or maintenance of the Premises by Resident, except to the extent caused by Landlord's gross negligence, intentional wrongful action or violation of law. Resident agrees Landlord shall have the right to appoint defense counsel, at Resident's expense, in the event of any such claim against Landlord. Any insurance obtained by Resident or Landlord will not limit Resident's liability, and Resident will be responsible for the payment of any deductible if there is a covered loss, protect, indemnify and defend Resident from liability for matters Resident proves to be caused by Landlord's gross negligence, intentional wrongful action or violation of law.

25. SUBORDINATION: This Lease and all rights of Resident arising hereunder are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the Property by Landlord or assigns of Landlord and to all other rights acquired by the holder of any such mortgage(s). Resident agrees that Landlord may elect in its sole discretion upon Landlord's written notice of same to Resident to make this Lease superior to the lien of any such mortgage. As used herein, the term "mortgage" shall include deeds of trust or any similar security interest. Resident agrees to attorn to any lender or other party who may acquire the Property through foreclosure or deed-in-lieu thereof provided that such lender or other party agrees, whether prior to or subsequent to such foreclosure or acquisition of the Property through deed-in-lieu thereof: (a) to recognize Resident as the tenant under this Lease, and (b) not to disturb Resident's continued occupancy of the Premises prior to expiration of the term of this Lease unless Resident is in breach thereof. Resident agrees to sign any documents reasonably requested by Landlord in connection with this paragraph, including subordination agreements and estoppel certificates.

26. SUCCESSORS IN INTEREST: If the Property is sold or the ownership interest is otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising hereunder, and shall be entitled to enforce the provisions of this Lease as necessary against Resident. Nothing in this provision shall be construed as conflicting or superseding the foregoing "SUBORDINATION" clause or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership.

27. COMPLIANCE WITH APPLICABLE LAWS: Resident agrees not to use or permit the Premises to be used for any purpose which violates local, state or federal law, or engage in any illegal acts in or upon the Premises or upon the grounds of the Community. Resident further agrees to defend Landlord against any claims arising from, or relating to, and reimburse and indemnify Landlord for all claims, loss, damage, fines and penalties alleged against or incurred by Landlord as a result of, Resident's alleged or actual violation of any statute, ordinance, regulation or other governmental restriction.

28. COMPLIANCE WITH COMMUNITY HANDBOOK: Resident acknowledges receipt of a copy of the Community Handbook ("Handbook"), which Handbook are incorporated into and made a part of this Lease. Resident agrees to abide by said Handbook in all respects. Any Handbook may be changed on thirty (30) days notice, and Resident agrees to abide by any such changes. Failure to comply with the Handbook shall be deemed a breach of this Lease.

29. NO SOLICITING: Solicitation is prohibited in the Community. If Resident is contacted by a solicitor, even if that person resides at the Community, please contact Landlord immediately. Except as prohibited by applicable law, soliciting of any kind by Resident, Resident's guests or Resident's invitees is a material violation of this Agreement.

30. CONDUCT OF RESIDENT:

(a) Resident agrees not to harass, annoy, or endanger any other Resident, neighbor or other person, or create or maintain a nuisance, or disturb the peace or solitude or quiet enjoyment of any other Resident, neighbor or other person, or commit waste in or about the Premises.

(b) Resident agrees not to harass, verbally abuse, denigrate, endanger or otherwise disrespect Landlord's employees, agents and/or contractors or interfere with the operations of the Property or the work of Landlord's employees or agents.

(c) Certain acts are contrary to the safety, well-being, peace, and enjoyment of the other Residents of the Property. These include, but are not limited to, the use, possession or sale of illegal drugs or controlled substances and the exhibiting of firearms or ammunition on the Property. Such acts are prohibited.

(d) Resident agrees not to deface or damage any part of the Premises or the Community or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous,

hazardous or toxic under any governmental law or regulation in the Premises.

- (e) Resident agrees not to do or permit anything to be done in the Premises that Landlord deems hazardous or which will cause a cancellation of or an increase in the premiums for any insurance for the Community.
- (f) Resident is responsible for the conduct of his/her/their guests or invitees while they are on the Property as well as all household members (including minors). A Resident conducting any of the activities set forth in this section, or who allows his or her guests, invitees or household members (including minors) to conduct any of the activities set forth in this Section shall be in violation of this Agreement, and said activity shall be grounds for Landlord's termination of Resident's tenancy with a three-day notice to quit.

31. ANIMALS: No animals are permitted on the Property or the Premises without the prior written consent of the Landlord. Any such consent may be revoked at any time, with or without cause, by giving three (3) days written notice. Except to the extent written permission is given, pets may not be brought upon the Property or the Premises, whether such pets belong to Resident or to any other person. The presence of any pets for which written permission has not been given or which, if given, is not currently in force, even if such pets are 'just visiting', shall be deemed a material breach of this Lease and shall be cause for the service of a three (3) day notice to perform covenants and conditions or quit. If, in accordance with the provisions of this paragraph a pet is permitted, Resident must execute an Animal Addendum prior to any pet being allowed in the Premises or on the Property. If Resident has a pet without the written consent of Landlord in addition to all other remedies of Landlord, Resident agrees to pay within three (3) days of written demand therefore any and all carpet cleaning charges, fumigation costs and any and all damages caused by unauthorized pets, even if such charges should exceed the amount of any and all deposits held by Landlord. Accommodation Animals are not considered pets, but written permission must be granted and an Accommodation Animal Addendum executed before an accommodation animal is brought onto the Premises. A disabled individual who requires an animal in order to be able to use and enjoy the Premises or the Property should contact the Landlord before bringing the animal onto the Premises and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.

32. LIQUID-FILLED FURNITURE AND AQUARIUMS: Waterbeds and other liquid-filled furniture are allowed only under the regulations of California Civil Code Section 1940.5, which requires proper insurance coverage for waterbeds. A certificate of insurance evidencing waterbed coverage must be provided to Landlord prior to Resident bringing any liquid-filled furniture into the Premises. Resident must provide Landlord with at least twenty-four (24) hours' written notice prior to the installation, removal or movement of any liquid-filled furniture and Landlord has the right to be present at the time of such installation, removal or movement. Installation, movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the highest degree of safety. No aquariums over 10 gallons are permitted without prior written consent of Landlord. If Resident installs any liquid-filled furniture, Landlord has the right to increase the Security Deposit by an amount to be determined in the written authorization, which in no event shall be more than one-half of one month's rent.

33. SMOKING:

- (a) Resident must comply with all applicable laws and House Rules regarding smoking on the Premises. Landlord may change its smoking policies at any time after providing Resident with thirty (30) days written notice. Landlord is not required to advise Resident of any changes in the law with respect to smoking on the Property. Resident is responsible for complying with all laws relating to smoking and thirty days' notice is not required if a policy change is implemented to comply with a new law or ordinance.
- (b) To the extent smoking is allowed anywhere on the Property, Residents who smoke, or allow smoking by their invitees or guests, must ensure the smoke does not disturb the quiet enjoyment of other Residents. Secondhand tobacco smoke may seep and drift through open doors, windows, and ventilation ducts, which may constitute a disturbance to those Residents who do not smoke, particularly those with health and allergy-related sensitivities. Pursuant to other provisions of this Agreement, Resident agrees not to harass, annoy, or endanger any other Resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other Resident. Resident is responsible for the conduct of guests or invitees while they are on the Property. Violation of this provision may result in the immediate termination of Resident's tenancy as provided herein and by law.
- (c) Landlord does not provide or guarantee a smoke-free environment and smoking may be permitted in individual units and possibly in some outdoor common areas, except where prohibited by law. As such,

nothing herein shall be deemed a guarantee of any kind that Resident will not be exposed to tobacco smoke while on the Property and Landlord expressly denies any such assertion.

- (d) The smoking provisions of this Agreement may be amended by or superseded by an addendum to this Agreement.
- (e) If the Property is governed by a local ordinance which requires lease provisions different than what is provided in this Section, that ordinance controls, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction. The Parties agree to execute any addendum relating to smoking which may be required by law after the execution of this Agreement.

34. SMOKE DETECTORS: Resident acknowledges that the Premises are equipped with an operable smoke detector(s). Resident agrees to not interfere with the presence or operability of such smoke detectors and to report immediately to Landlord, in writing, any defects in the condition of any smoke detectors. Resident further agrees that, if the smoke detector(s) is/are battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident remove the battery of a smoke detector without immediately replacing the battery with a new one.

35. FIRE SPRINKLER(S): If the Premises is equipped with fire sprinklers, Resident agrees not to interfere with their operation in any way. The following actions are prohibited: throwing items at the sprinklers, hanging items on the sprinklers, painting the sprinklers, blocking areas around sprinklers and tapping into or otherwise blocking water lines to sprinklers. Resident shall immediately report to Landlord any broken or damaged sprinklers in the Premises,

36. CARBON-MONOXIDE DEVICE(S): If a carbon-monoxide device has been installed within the Premises, Resident acknowledges that the carbon-monoxide device was operable at the time Resident took possession of the Premises. Resident is responsible for notifying Landlord if Resident becomes aware of an inoperable or deficient carbon-monoxide device within the Premises. Landlord shall correct any reported deficiencies or inoperabilities in the carbon-monoxide device. Resident agrees to not interfere with the presence or operability of any carbon-monoxide device. Resident further agrees that, if the carbon-monoxide device(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident remove the battery of a carbon-monoxide device without immediately replacing the battery with a new one.

37. EMINENT DOMAIN OR CONDEMNATION: Should the Premises or the land on which the Premises are located, or any part thereof, or any portion of the Community, be condemned or taken for public use, then, in that event, upon any order for possession or judgment of condemnation, this Lease, at the option of Landlord, shall be voidable, and Resident's right to occupancy shall terminate. Landlord shall be entitled to receive any and all just compensation offered or awarded, and Resident shall not be entitled to receive any amount of any settlement or award of compensation arising out of any such eminent domain or condemnation.

38. SIGNIFICANT DAMAGE TO OR DESTRUCTION OF PREMISES:

- (a) If the Premises or Property are damaged by fire, flood or other casualty, necessitating repairs that require Resident to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option either (1) to repair the damage or otherwise restore the Premises, with this Agreement continuing in full force and effect, or (2) give notice to Resident, at any time after such damage occurs or repairs become necessary, terminating this Agreement as of a date to be specified in such notice. Landlord shall not be required to repair any damage by fire or other cause or to make any repairs of any property installed in the Premises by Resident.
- (b) If Landlord elects to terminate, Resident's tenancy shall terminate on the date specified by Landlord, and all interest of the Resident in the Premises shall terminate. If Landlord elects to repair the damage and/or make the significant repairs and continue this Agreement, the "DUTY TO COOPERATE" and "SIGNIFICANT REPAIRS" provisions of this Agreement shall apply. Under no circumstance shall Landlord have any obligation to pay lodging costs or other expenses to Resident, except as shall be required by law or ordinance.

39. SIGNIFICANT REPAIRS:



- (a) If the Premises requires significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, repairing fire damage, etc.) which require Resident to vacate the Premises for any length of time, Resident must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. To the extent possible, Landlord shall give Resident written notice of the need to vacate the Premises, which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident will need to be absent from the Premises.
- (b) If the work or repairs are required because of the conduct of Resident or the conduct of Resident's household, invitees or guests (such as misuse of plumbing, causing a fire, etc.), then Landlord shall be relieved of any obligation to provide or pay for alternative accommodations and Resident shall remain responsible for both rent and the cost of alternative lodging during the time when Resident must vacate the Premises for any work to be completed. Resident shall be fully liable for all loss and/or destruction, whether partial or whole, caused by Resident or any of Resident's invitees or guests.

40. DUTY TO COOPERATE: Failure to vacate or return to the Premises or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Agreement.

41. ENVIRONMENTAL INDEMNIFICATION: As additional consideration for Landlord entering into this Lease, Resident, for themselves, their heirs, successors, assignees, guests, invitees and all others claiming by, through or under Resident, or who may live in, occupy, use or reside in the Premises, hereby agrees to indemnify, defend, protect and hold harmless the Landlord and/or its agents, partners, officers, directors, employees, or shareholders ("Landlord Affiliates") against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorney's fees and costs and court costs at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims allege, arise out of or are based upon any hazardous or potentially health affecting substances brought, or allowed to be brought, into the Premises and/or the Property by Resident or any guest(s), invitees(s) or other person(s) living in, occupying, using or residing in the Premises.

42. VEHICLES: Resident agrees to register all vehicles with the management and comply with the Community Handbook and Handbook Provisions, addenda to this Lease and all posted signs related to vehicles and parking on the Property.

43. RECREATIONAL FACILITIES:

- (a) Resident recognizes that the Property may have facilities, areas and amenities that may be hazardous for persons not complying with the Rules, posted signs or the provisions of this Lease or who are unable to understand or appreciate the risks associated with such facilities, areas or amenities due to age or capacity. Such facilities, areas and amenities may include but are not limited to: (a) swimming pools and/or spas with or without supervision or lifeguard; (b) fountains and/or ponds; (c) open balconies or verandas; (d) recreation room and office; (e) sprinklers and other landscape maintenance devices; (f) sidewalks and walkways; (g) stairways and/or elevators; (h) parking lots; and (i) tanning beds. Resident assumes all risk associated with use of any facilities or amenities in the Premises or at the Community by Resident, Resident's household members (including minors) and Resident's invitees or guests.
- (b) By entering this Lease, Resident, authorized occupants and guests must execute an Activities Participation and Recreational Facility Use Agreement, Waiver of Rights and General Lease before using any recreational facilities available at the Community. Use of recreational facilities is subject to the terms set forth in that Agreement and applicable provisions in the Community Handbook as well as posted signs and Landlord's instructions.

44. CRIMINAL CONDUCT PROHIBITED:

- (a) Resident and Resident's Occupants whether on or off of the property; and Resident and Resident's Occupant's guests and invitees, are prohibited from:
 - (i) Engaging in any criminal activity, including drug-related criminal activity, on or off the Property. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802], which includes marijuana).

- (ii) Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
 - (iii) Engaging in the unlawful manufacturing, selling, using (being under the influence of), storing, keeping or giving of an illegal or controlled substance as defined in Health and Safety Code 11350, 11351, 11377, 11378, 11550, and 11379.6, at any locations, whether on or off the dwelling unit premises.
 - (iv) Engaging in any illegal activity, including, but not limited to: prostitution as defined in Penal Code 647(b); criminal street gang activity as defined in Penal Code 186.22 et seq.; threatening or intimidating as prohibited in Penal Code 422; assault and battery as prohibited in Penal Code 240/242; including but not limited to the unlawful discharge of a firearm as prohibited in Penal Code 245; burglary as prohibited in Penal Code 459; possession of stolen property as prohibited by Penal Code 496; sexual offenses as prohibited in Penal Code 269 and 288, on or off the dwelling unit premises, or
 - (v) Violation of law, regulation or ordinance that jeopardizes the health, safety or welfare of Landlord, its agents or other residents, or involving imminent or actual serious property damage.
- (b) VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF RESIDENT'S TENANCY. A single violation of any of the provisions of this Section may be deemed a serious, material and irreparable violation of the Lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the Lease. Landlord may, in its sole discretion, determine whether a violation has occurred and need not (a) await any court or law enforcement determination before determining to terminate Resident's tenancy under this Section.
- (c) Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exception, in all eviction hearings.
- (d) Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.

45. SAFETY CONCERNS:

- (a) Landlord makes no representations or guarantees to Resident concerning the security of the Premises or the Community, including, but not limited to individual units, common areas and mail areas. Landlord is under no obligation to Resident to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Resident is responsible for planning and taking action with respect to the safety of Resident and their property as if such systems and deterrents did not exist.
- (b) Landlord does not accept any responsibility or liability for any lost, stolen, damaged, or unordered deliveries and Resident agrees to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident's packages, letters or deliveries.
- (c) Landlord may install surveillance cameras in some of the common areas of the Property. These cameras may or may not be monitored and the footage recorded by these cameras may or may not be kept by Landlord for any length of time. Landlord may remove such cameras, or install additional cameras, at any time without notice to Resident. Recordings made by surveillance equipment, if any, are the sole and exclusive property of Landlord and shall not be provided to Resident. Landlord may provide such recordings, if any exist, to law enforcement officers upon request.
- (d) Resident may only install cameras within the Premises with written permission of Landlord, which may or may not be allowed in Landlord's sole discretion. If approved, such cameras may not infringe on the privacy of other residents nor interfere with the electrical, wireless or other systems in the Premises or the Community.
- (e) Landlord has no obligation to obtain criminal background checks on any Resident and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of

any person, even if Landlord has actually run a criminal background check on applicants. Resident shall not rely on the fact that Landlord may have run a criminal background check on Resident or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Community or that someone living on the Property will not commit a crime in the future. Landlord has not made and does not make any representations as to the background of any existing or future Resident and Landlord is under no obligation to run background checks on any existing Resident or future applicant.

- (f) Resident agrees to report immediately all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request. If Resident receives a copy of any law enforcement agency's incident report for an incident that occurred on the Property and said incident impacted the Premises, the Property or other residents at the Property, Resident shall provide a copy of said incident report to Landlord upon request.

46. MEGAN'S LAW DATABASE:

- (a) 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.
- (b) Since the information is equally available to Resident and Landlord, and Landlord cannot discriminate against registered sex offenders pursuant to Penal Code Section 290.46 et seq., Landlord has not made any inquiry of any applicant or resident as to whether he or she is a registered sex offender. Resident is advised that Landlord may not notify Resident if Landlord learns or is advised that a registered sex offender is living in the Community. The existence of registered sex offenders in the Community is not grounds for terminating this Agreement.

47. OPTION TO TERMINATE:

- (a) Resident is expected to remain a Resident for the entire term specified in this Lease. If Resident fails to do so, Resident will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the Lease term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes the Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.
- (b) To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate the lease early, rather than remaining liable for rent due through the end of the lease term. To exercise this option, Resident must deliver to Manager:
 - (i) A written notice stating that Resident has elected to exercise this option;
 - (ii) An early termination option fee in the amount set forth in FLP Paragraph O and reimbursement of all move-in concessions as provided in any concession agreement executed by the Parties; and
 - (iii) Rent and other amounts due through the accelerated termination date.
- (c) After making a reasonable endeavor to estimate accurately the approximate costs associated with an early termination of the lease, which the Parties agree is difficult or impossible to ascertain at the inception of this Lease since we cannot predict at this time how long it will take to prepare and relet the Premises at some future date or the costs associated with marketing the Premises, Resident and Landlord agree a termination charge equal to the amount set forth in FLP Paragraph O is presumed to be the amount of damage suffered by Landlord if Resident elects to terminate this Agreement before the termination date set forth in the Agreement.
- (d) When Landlord has received the written notice and payment, and has signed the notice, the Lease termination date will be amended. The new termination date will be the date specified in the notice which must be at least thirty days after the written election and payment are given to Landlord.
- (e) Exercise of the early termination option will affect only Resident's rent obligations after the accelerated termination date; Resident must comply with all other Lease obligations.

(f) The notice will not accelerate the termination date if:

- (i) Resident is in default under the lease at the time that Resident gives notice of Resident's exercise of the option;
- (ii) Resident provides the notice unaccompanied by the fee above; or
- (iii) Resident does not properly exercise the early termination option by following the procedure specified above, but vacates the property before the termination date specified in the Lease.

48. RENTER'S INSURANCE REQUIREMENT: Landlord does not insure Resident's personal property or actions. Property or liability insurance coverage purchased by Landlord is not intended to protect against loss or damage (i.e., burglary, vandalism, fire, smoke, or any other perils) to Resident's personal property or belongings. Further, if the Premises or Property are damaged because of the actions of Resident or Resident's guest, Resident may be financially responsible for the damage. Unless Renter's Insurance is merely encouraged in FLP Paragraph P above, then Resident's obligation to purchase renter's insurance is set forth in the Satisfaction Of Renter's Insurance Requirement In The Lease addendum attached to this Lease.

49. ENTIRE AGREEMENT: This Agreement, including all addenda and the Community Handbook, set forth the entire agreement among the Parties with respect to the matters set forth in it. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories to this Lease. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, if Resident holds over after the expiration of the Lease term on a month-to-month holdover basis, Landlord may change any provision of this Lease without the consent of Resident in the manner prescribed by California Civil Code Section 827.

50. SECTION HEADINGS: The section headings are inserted only for convenience and are not intended to define or limit the scope or intent of any clause.

51. SEVERABILITY AND PROVISIONS REQUIRED BY LAW: If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease will remain in effect. To the extent any provision of this Agreement is in direct conflict with any provisions of applicable law, such provision is hereby deleted. Any provision specifically required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

52. MILITARY TRANSFER: If Resident is or becomes a member of the Armed Forces on extended active duty, a member of the State National Guard serving on full-time duty, or a civil service technician with a National Guard unit, and receives change-of-duty orders to depart from the local area for longer than ninety (90) days, or is relieved from such duty, Resident may terminate this Lease by giving thirty (30) days prior written notice to Landlord, provided Resident is not otherwise in default. As a condition to such termination, Resident will furnish Landlord with a certified copy of the official orders which warrant termination of this Lease. Military orders authorizing base housing in the local area in which the Premises is located do not constitute change-of-duty under this paragraph.

53. EVENTS OF DEFAULT: Resident shall be guilty of material breach of this Lease if Resident: (a) fails to pay any rent or other sum payable under this Lease on the date it becomes due; (b) breaches any other provision, term, covenant or condition of this Lease; (c) vacates or abandons the Premises before expiration of the full term of this Lease, or any extension of the term; (d) permits the leasehold interest of Resident to be levied upon or attached by process of law; or (e) makes an assignment for the benefit of creditors.

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

- 55. USE OF PERSONAL INFORMATION:** Landlord's Privacy Policy describes data practices regarding information that could be used to identify you or that is associated with information that identifies you ("Personal Information"). For specific information about how Landlord uses your Personal Information, please review the Privacy Policy available at <http://www.essexapartmenthomes.com/privacy-policy>. Further, Resident is notified that Resident's performance as a tenant of this property may be reported to credit reporting agencies.
- 56. TIME IS OF THE ESSENCE:** Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the Parties.
- 57. ATTORNEY'S FEES:** In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising under this Agreement, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorneys' fees, incurred in such litigation, not to exceed a maximum total of one thousand five hundred dollars (\$1,500) fees and costs. If any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An unlawful detainer action shall be considered an action relating to this Lease and thus subject to this provision.
- 58. SURRENDER:** Upon expiration or termination of this Lease, Resident shall vacate and surrender the Premises to Landlord vacant of all occupants and in the condition required to be maintained under this Agreement. Resident shall also return all keys and remote access devices (if applicable) to Landlord or pay Landlord's then applicable charge for non-returned keys and remotes (if applicable). With respect to any personal property remaining on the Premises after the expiration or termination of this Lease, Landlord may dispose of the personal property as allowed by law.
- 59. ATTACHMENTS/ADDENDA:** Resident acknowledges receipt of a copy of the attachments/addenda listed below, which are incorporated into and made part of this Lease. Resident agrees to abide by said attachments/addenda in all respects. Any failure to comply with any of the attachments or addenda shall be deemed a breach of this Lease.
- | | |
|---|--|
| Addendum A - Rent Addendum | No Smoking Addendum |
| Access Cards Keys Remotes Directories and | Pesticide Notice/Disclosure |
| Lock-out Policy Addendum | Rent Concession Agreement/Receipt |
| Activities Participation and Recreational Facility | Renter's Insurance Requirement In Lease |
| Use Agreement | Addendum |
| Authorization to Accept Packages and Package | Utility Addendum |
| Pick-Up Policy Addendum | Community Handbook |
| California Proposition 65 Warning Brochure 2016 | Vehicle Registration Form |
| Entry Gate Request | |
| Garage/Carport/Additional Parking Agreement | |
| Mold Addendum | |
- 60. NON-DISCRIMINATION:** There shall be no discrimination against or segregation of any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, immigration status, citizenship, primary language, handicap, disability or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of Premises, nor shall the Landlord or any person claiming under or through Landlord establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees in the Premises.
- 61. REQUESTS FOR ACCOMMODATIONS OR MODIFICATIONS:** A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations or reasonable modifications to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. If Resident believes Resident or a member of Resident's household requires an accommodation or modification as a result of a disability, Resident should contact Landlord to begin the interactive process.
- 62. SIGNATORIES:** The individuals signing below as "Resident," whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising under this Lease, including all obligations to pay rent. This Lease shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Resident to occupy the Premises at any time prior to Landlord signing this Lease. Each

Resident shall be fully liable for all obligations arising under this Lease, and Landlord may enforce the provisions of this Lease as against Resident if, for any reason or by any means, Resident obtains access to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

THE UNDERSIGNED EXPRESSLY UNDERSTAND(S) AND ACKNOWLEDGES THAT PARAGRAPH 4 ABOVE CONTAINS PROVISIONS UNDER WHICH THIS LEASE MAY AUTOMATICALLY RENEW AS A TENANCY FROM MONTH-TO-MONTH UPON THE EXPIRATION OF THE TERM SPECIFIED IN FLP PARAGRAPH E ABOVE IF RESIDENT REMAINS IN POSSESSION AFTER THE EXPIRATION OF THE LEASE OR FAILS TO GIVE NOTICE OF RESIDENT'S INTENT NOT TO RENEW OR EXTEND BEFORE THE EXPIRATION OF THE LEASE.

RESIDENT:

Lei Guo (Resident)

Date

**Signed by Ryan Smith**

Wed Apr 18 05:44:49 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

ADDENDUM A

RENT ADDENDUM

The monthly rental rate in the attached Lease Agreement in the amount of **\$2,567.00** is hereby modified for a **one-time** deferral in the sum of **\$501.00** to be given in the **first** month of the lease term. This deferral of rent is granted only as a bonus for the signing of a **1 year** lease and is contingent upon the Resident's satisfactory performance of any obligation contained in the attached Lease Agreement.

Paragraphs 30 and 31 of the attached Lease Agreement provide that at least thirty (30) days written notice must be given to Landlord of Resident's intent to vacate the premises. If Resident fails to give such notice when required and/or otherwise fails to comply with the provisions of said Paragraphs 30 and 31 the attached Lease Agreement shall continue in full force and effect until terminated in accordance with the terms thereof, and Resident shall be liable for rent and any and all other payments under the terms of the attached Lease Agreement for such period.

Resident acknowledges and agrees that the right to vacate after thirty (30) days written notice shall not apply during the initial lease term unless Resident is granted and properly exercises an early termination option.



Signed by Ryan Smith

Wed Apr 18 05:44:55 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Lei Guo (Resident)

Date

Ryan Smith (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

ACCESS CARDS, KEYS, REMOTES, DIRECTORIES AND LOCK-OUT POLICY ADDENDUM

This Access Cards, Keys, Remotes, Directories, and Lock-Out Policy Addendum ("Addendum") dated **April 13, 2018** is attached to and made a part of the lease agreement dated **December 8, 2017** (the "Lease") by and between Essex Management Corporation, as agent for Owner ("Landlord"), and **Lei Guo and Ryan Smith** (individually and collectively referred to herein as "Resident") for the rental of the premises located at **3700 Beacon Ave. #A425, Fremont, CA 94538** ("Premises" or "Unit") within the community commonly known as **Paragon** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease.

1. The following are the keys, access cards, devices, remotes, etc. (collectively referred to herein as "Access Devices") issued at the time of move-in are identified below:

- 2.

Area and Type	Number	Deposit	Replacement Fee
Residential Unit Key(s)	2	\$0.00	\$10.00
Mailbox Key(s)	2	\$0.00	\$5.00
Garage Remote(s)	1	\$0.00	\$100.00
Fitness Center Key(s)	0	\$0.00	\$75.00
FOBS	2	\$0.00	\$75.00

3. Access Devices will not be issued to non-lease holders including, but not limited to minors who occupy the Unit, Resident's cleaning staff, service staff or child/adult care workers. Properties without access entry keys, fobs and other card systems may be equipped with a numerical pin code device. If such pin codes are issued, Resident will be given the code at the time of move in. Pin codes are not to be shared with non-residents.
4. Resident understands and agrees that Resident's use of any Access Device may be monitored by Landlord and information as to Resident's use of an Access Device may be retained and reviewed by Landlord in its sole discretion. Landlord's use of this information may include, but is not limited to, monitoring use of amenities and investigating theft and/or other damage to an amenity or equipment contained therein.
5. Resident shall not change or install any special locks requiring an entry key without written consent of Landlord.
6. All Access Devices must be returned upon vacating the Unit. If a Deposit is indicated above, it is refundable and will be returned to Resident if the Access Device is returned to Landlord in an undamaged and operable condition.
7. If an Access Device becomes lost, stolen or damaged, or is not returned upon the termination of the tenancy created by the Lease, Resident shall pay the Replacement Fee per Access Device listed above, each of which was calculated by Landlord after making a reasonable endeavor to estimate accurately the approximate costs associated with the replacement of each Access Device. Landlord and Resident agree that the actual cost to Landlord when an Access Device becomes lost, stolen or damaged, is difficult or impossible to ascertain, but the Parties agree that Landlord does, in the event of a lost, stolen or damaged Access Device, incur certain costs, such as the cost of replacement, reprogramming, additional record keeping and similar administrative time.
8. If the Property is equipped with an access directory, Resident may designate the name to be displayed so long as the name displayed is a signatory to the Lease. Long distance telephone numbers are prohibited as directory numbers. In some cases, cellular telephone numbers may not be used as a directory number. Additional Directory instructions may be included in Resident's move-in package.
9. **OPTION 2 (lock out service provided as a courtesy during business hours; call a locksmith after hours):**
 - a. A complimentary Lock-Out service during business hours may be provided to Residents who have signed the Lease and who have appropriate identification. Lock-out service will only be provided to those signing the Lease, even if there are other authorized occupants identified on the Lease. If a Leaseholder wants Landlord to extend lock-out service to authorized occupants who have not signed the Lease, or any other individual, then the leaseholder must notify Landlord in writing of any other individual whom Landlord is authorized to let into the Unit. E-mail and telephone authorization will not be accepted. No other individuals will be granted admittance into a Unit under any circumstances.
 - b. Landlord may, but will not be obligated to, require the authorized occupant to provide picture identification acceptable to Landlord each time that the authorized person seeks access the Premises.
 - c. Resident understands Landlord will not supervise the authorized person while in the Premises or on the Property.

- d. This service is offered as a courtesy, without any obligation or liability by Landlord. Landlord may discontinue this service at any time, with or without cause. Landlord is not responsible for any damages or injuries which may occur for either granting or denying access to anyone consistent with this policy.
 - e. Resident agrees to defend, indemnify and hold Landlord and Landlord's employees and agents harmless from any liability or loss relating to or resulting from Landlord providing access to the Premises.
 - f. After hours lock-outs are not considered an emergency. If Resident requires a lock-out service after the Management Office has closed, Resident should retain the services of a locksmith at his or her own cost.
10. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.
11. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

RESIDENT:_____
Lei Guo (Resident)_____
Date**Signed by Ryan Smith**

Wed Apr 18 05:45:02 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)_____
Date**LANDLORD:**

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

ACTIVITIES PARTICIPATION AND RECREATIONAL FACILITY USE AGREEMENT, WAIVER OF RIGHTS AND GENERAL RELEASE

This Activities Participation and Recreational Facilities Use Agreement, Waiver of Rights and General Release ("Agreement") is entered into by and between **Essex Property Trust, Inc.** ("Landlord"), as agent for the Owner of the community commonly known as **Paragon** (the "Community" or "Property") and the undersigned individual (hereinafter referred to as "Participant"). Landlord and Participant are collectively referred to herein as "Parties."

From time to time Landlord offers its residents the opportunity to participate in a variety of activities, events, and services, such as socials, fitness classes, and other optional activities ("Activities"). Some of the Activities are sponsored by Landlord and some are sponsored by outside instructors or other organizations. In addition, lawful residents of the Property, and sometimes their guests, may have access to various recreational facilities available at the Community, which may (or may not) include, a fitness center, pool, spa, sauna, business center, billiard room, tanning equipment or similar amenities (hereinafter referred to collectively as "Recreational Facilities.").

In order to participate in Activities and use the Recreational Facilities at the Community, each Resident (and their guests where allowed) must acknowledge and agree to the following terms governing participation and use. Therefore, for good and valuable consideration, including, but not limited to the opportunity to participate in Activities and use the Recreational Facilities, each of the undersigned Participants hereby acknowledge and agree to the following:

- 1. RULES:** Participant agrees to abide by all of the rules and regulations which may be adopted from time to time by Landlord to promote the safe and healthy enjoyment of the Recreational Facilities and participation in the Activities ("Rules"). Applicable Rules may be set forth in the Community Handbook, posted at the Recreational Facilities or otherwise conveyed to Participant verbally or in writing by Landlord by and through its employees or agents. Participant understands and agrees that Participant may be asked to leave and subsequently be prohibited from using the Recreational Facilities or participating in Activities if Participant does not follow all of the Rules implemented by Landlord, behaves inappropriately, acts disruptively, or violates applicable laws. Any Participant asked to leave a Facility or Activity for violation of this Paragraph shall not be deemed a reduction in housing service for any resident of the Property and shall not be grounds for a reduction in rent.
- 2. CHANGES IN ACTIVITIES AND RECREATIONAL FACILITIES:** There is no set schedule of Activities and Landlord may decide to discontinue Activities at any time without notice. Similarly, Landlord may change, expand, remove or add Recreational Facilities at any time in its sole discretion.
- 3. CHARGES FOR ACTIVITIES:** There may be a fee associated with certain Activities, which must be paid by Participant on or before the start of the Activity.
- 4. ALCOHOL:** At some Activities, alcohol may be served and/or purchased. Participants must be 21 or older to consume alcoholic beverages. Participants under the age of 18 must be with a responsible adult to attend any functions at which alcohol is served.
- 5. CERTIFICATION:** By using any of the Recreational Facilities, Participant certifies that Participant is in good physical health and legally and physically able to participate in physical activities and use the equipment at the Recreational Facilities.
- 6. VOLUNTARY PARTICIPATION:** Participation in Activities and use of Recreational Facilities is purely voluntary and at the Participant's own risk. Prior to participating in any Activity or using any Recreational Facility, Participant agrees to fully ascertain, appreciate and understand the risks and assume same.
- 7. ASSUMPTION OF RISK:** Participant understands and acknowledges that accidents sometimes occur during the use of the Recreational Facilities or participation in Activities taking place on, in and around the Recreational Facilities, whether resulting from Participant's exercise activities, participation or as a bystander and that some medical conditions may be exacerbated or aggravated, and that participants occasionally sustain mortal or serious personal injuries and/or property damage as a consequence of participating in the Activities or using the Recreational Facilities. Participant further understands and acknowledges that Participant's use of the Recreational Facilities or participation in the Activities could result in loss of or damage to Participant's property, illness, serious injury to Participant's body or to others, and/or Participant's death. Participant has been informed of the risks. **Understanding and acknowledging all possible risks, Participant hereby knowingly, voluntarily and willingly assumes all risks and dangers associated with Participant's use of the Recreational Facilities and participation in the Activities up to and including personal injury or death.**
- 8. WAIVER AND RELEASE:** In consideration of being allowed to use the Recreational Facilities and participate in the Activities, and having assumed all risks of same, Participant hereby expressly releases, waives, covenants not to sue the Owner of the Property, Essex Property Trust, Inc., Essex Management Corporation, each of their affiliates and subsidiaries

and each and every officer, agent, and employee of each of the foregoing entities (collectively, the "Released Parties") from all claims, causes of action, or demands of every kind which Participant may have in the future or that any person claiming through Participant may have in the future against any of the Released Parties by reason of any injury to person or property, or death, directly or indirectly resulting from, or in connection with, Participant's use of the Recreational Facilities or participation in the Activities.

- 9. INDEMNITY:** Participant agrees to indemnify, defend and hold harmless each and every one of the Released Parties for any liability of any kind whatsoever arising from Participant's negligent acts or omissions during use of the Recreational Facilities and participation in the Activities, except for claims arising out the gross negligence or willful misconduct of one of the Released Parties in failing to correct a dangerous situation at or in the Recreational Facilities after receiving notice of same.
- 10. MEDICAL COVERAGE:** Participant has been advised to obtain personal medical coverage and acknowledges that Participant will have medical coverage for use of the Recreational Facilities and participation in the Activities only if Participant obtains such coverage on Participant's own
- 11. GUESTS:** If Participant is not a lawful resident of the Property, Participant must be accompanied by a lawful resident at all times. Residents are responsible for all behavior of their guests using the Recreational Facilities or participating in the Activities. Participant further acknowledges and agrees that some Recreational Facilities and Activities may not be open to guests of residents. Landlord may require all guests to be registered with Landlord prior to their using any Recreational Facilities or participating in any Activities even if accompanied by a resident. Guests of lawful residents must execute this Agreement prior to using any Recreational Facilities or participating in any Activities.
- 12. SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Agreement.

ACKNOWLEDGMENT AND UNDERSTANDING. By signing below, Participant certifies that Participant is at least eighteen (18) years of age, has carefully read this **ACTIVITIES PARTICIPATION AND RECREATIONAL FACILITIES USE AGREEMENT, WAIVER OF RIGHTS AND GENERAL RELEASE**. Participant fully understands its terms, and understands that he/she has given up substantial rights by signing this Agreement and has signed it freely and voluntarily without any inducements, coercion, assurance or guarantee being made to me. **PARTICIPANT INTENDS PARTICIPANT'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE, WAIVER AND AGREEMENT AS STATED HEREIN OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

RESIDENT

 Lei Guo (Resident)

 Date



Signed by Ryan Smith

Wed Apr 18 05:45:10 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

 Ryan Smith (Resident)

 Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

 Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

AUTHORIZATION TO ACCEPT PACKAGES AND PACKAGE PICK-UP POLICY ADDENDUM

This Authorization to Accept Packages and Package Pick-up Policy Addendum ("Addendum") dated is attached to and made a part of the lease agreement dated **December 8, 2017** (the "Lease") by and between Essex Management Corporation, as agent for Owner ("Landlord"), and **Lei Guo and Ryan Smith** (individually and collectively referred to herein as "Resident") for the rental of the premises located at **3700 Beacon Ave. #A425, Fremont, CA 94538** ("Premises" or "Unit") within the community commonly known as **Paragon** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. Resident and Landlord agree as follows:

1. By signing below, Resident authorizes Landlord and its employees and agents to sign for and accept any parcels or letters that may be sent to Resident, whether anticipated or unanticipated, through UPS, Federal Express, Airborne, United States Postal Service, messenger services, hand deliveries, or the like.
2. Resident acknowledges that Landlord does not accept any responsibility or liability for any lost, stolen, damaged, or unordered deliveries and Resident agrees to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident's packages, letters or deliveries.
3. Nothing in this Addendum obligates Landlord to accept any packages on behalf of Resident and Landlord may choose not to do so. Packages must not contain any weapons or hazardous, radioactive, or perishable materials. The Landlord's primary purpose in setting forth these restrictions is to protect the safety of its Employees, and any member of the general public, from contact with such substances.
4. Resident shall not send Packages for Landlord acceptance that exceed the weight, size and value limits set forth below:
 - a. No Package will weigh more than **50 lbs.**
 - b. No Package will have dimensions that exceed **3 cubic feet.**
 - c. No Package will have a dollar value higher than **\$500.00** dollars.
 - d. No Packages will require refrigeration.

Resident acknowledges that Landlord does not accept any responsibility or liability for any packages that exceed the weight, size and value limits set forth above.
5. Packages accepted by Landlord for Resident are available for pick-up during regular business hours. A photo I.D. must be shown at the time of pick-up and the name on the package must match the photo I.D. We are unable to deliver packages to individual units at this time.
6. Landlord shall not be responsible for any damages allegedly caused for any delay in notifying Resident of the receipt of the package. If Resident does not claim the package or make other arrangements with Landlord within ten (10) days after the notification, Landlord may, but is not required to, return it to the delivery company or sender.
7. Landlord does not accept any responsibility or liability for any lost, stolen, damaged, or unordered deliveries and Resident agrees to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident's packages, letters or deliveries.

RESIDENT

Lei Guo (Resident)

Date


Signed by Ryan Smith

Wed Apr 18 05:45:14 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

Print Name: Norma Jaimez

Title: Community Manager

Date

Date: April 13, 2018

PROPOSITION 65 WARNING BROCHURE

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

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. For further information, please visit <http://www.p65warnings.ca.gov/>

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 except when the exposure risk is shown to be below an established safe harbor level or insignificant. 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 brochure 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.
- **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 may occur in certain common and private areas.

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.

Engine Related Exposures

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle 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 of California 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.

By signing below, Resident acknowledges having read and understood the contents of this document.

RESIDENT**Signed by Ryan Smith**

Wed Apr 18 05:45:22 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Lei Guo (Resident)

Date

Ryan Smith (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

Date

Print Name: Norma Jaimez

Title: Community Manager

Date: April 13, 2018

ENTRY GATE REQUEST

Please indicate the name as you would like it to appear in the gate system into the community. Please note: only one name per residential unit can be entered. Please allow 2-3 days for your name to appear in the reader board. A residential unit telephone number is necessary for this request to be completed. Thank you!

Resident agrees to possess remote(s) _____ and return it at the end of tenancy.

Name to be displayed on callbox (Please print clearly): Lei Guo and Ryan Smith	Residential Unit Address: 3700 Beacon Ave. #A425, Fremont, CA 94538
Telephone number:	Directory Code:

For data entry of this request, please submit to North or South maintenance.

GARAGE/CARPORT/ADDITIONAL PARKING AGREEMENT

This Garage/Carport/Additional Parking Agreement (hereinafter "Agreement") is entered into on **December 8, 2017** between **Paragon** (hereinafter "Landlord") and the following individuals, jointly and severally (hereinafter collectively "Resident"): **Lei Guo and Ryan Smith**. Together Resident and Landlord are referred to herein as the "Parties." Resident has rented the premises located at **3700 Beacon Ave. #A425** ("Premises" or "Unit") within the community commonly known as **Paragon** (the "Community" or "Property") pursuant to a Lease Agreement ("Lease") entered into by the Parties.

- 1. ACKNOWLEDGMENT:** Resident hereby acknowledges that this Agreement is separate from, and independent of, the Lease and does not constitute a housing service offered to Resident pursuant to the Lease.
- 2. RESIDENT IN GOOD STANDING:** Resident must be a current tenant in good standing at the Property in order to enter into this Agreement.
- 3. TERM:** The term of this Agreement shall commence on the **December 8, 2017** and shall continue from the first day of the month immediately following on a month-to-month basis until terminated. If Resident's tenancy at the Property ends for any reason, Resident and Landlord agree to mutually terminate this Agreement as of the date of the agreed-upon, court-ordered, or noticed termination of the tenancy.
- 4. CHARGES:** Resident shall pay the sum of **\$0.00** per month, payable in advance on the first day of each and every calendar month to Landlord for use of the Garage/Carport/Additional Parking described at the end of this Agreement. Payment must be made in full. No partial payments will be accepted.
- 5. PAYMENTS:** Resident acknowledges that all charges incurred under this Agreement, changes to this Agreement, increases or reduction in services or fees related to this Agreement are separate from the Lease; however, for the sole convenience of Resident, and not to reduce any rights of Landlord under this Agreement, Resident may make payments owed under this Agreement concurrently or combined with rental payments for the above-referenced Premises.
- 6. DISHONORED CHECKS:** Landlord and Resident agree that the actual cost to Landlord when Resident pays by a check which is subsequently dishonored by the bank is difficult or impossible to ascertain, but the Parties agree that Landlord does, in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity cost of the late payment, etc. The Parties accordingly agree that, any time the Landlord does not receive payment due to Resident's check being dishonored, or returned for Non-Sufficient Funds (NSF), Resident agrees to pay a charge of **\$25.00** for the first dishonored check and **\$35.00** for any subsequent dishonored check. Both parties agree that the payment of these sums does not constitute a license to pay by dishonored check.
- 7. RESIDENT'S USE ONLY:** Garage/Carport/Additional Parking shall be for the use of Resident's vehicles only. No subleasing, assignment, or licensing of space allowed.
- 8. CONDITION/DAMAGE:** Resident accepts the Garage/Carport/Additional Parking as being in good condition and will pay Landlord for repairs, cleaning, and removal of refuse necessary due to negligence or misuse while under Resident's control. At the termination of this Agreement, the Garage/Carport/Additional Parking will be left free of any debris, broom swept, and undamaged. Resident is responsible for the costs of repair for all damage to the Garage/Carport/Additional Parking caused during the term of this Agreement.
- 9. NO ALTERATIONS:** No improvements or alterations shall be made without the prior written consent of Landlord and Resident agrees to protect the walls and all fixtures, and not to place any nails, screws or books upon the doors, floors or garage walls. No other locks, keys or security devices may be added to the garage
- 10. VEHICLE PARKING ONLY:** Garage/Carport/Parking space shall not be used for storage of goods. At no time may Resident maintain within the garage any article dangerous or detrimental to life of the health of the occupants of the Community, nor may there be stored, kept or handled any straw excelsior, cotton, paper stock, rags, junk or any other flammable material that may create a fire hazard. The use of any electrical equipment inside any garage/carport/parking area is strictly prohibited.
- 11. RULES:** Resident hereby agrees to comply with all rules and regulations issued by Landlord whether posted at the Premises, contained in the Community Handbook or set forth in the Lease for the Premises or otherwise issued by Landlord. The parties hereto agree that Landlord may modify or change any parking rules or regulations at any time upon ten (10) days' written notice. Any violation of any Parking Rules or Regulations will result in termination of this Agreement upon three (3) days' written notice from Landlord.
- 12. NO LIABILITY/INSURANCE:** Landlord does not provide any insurance insuring Resident's vehicle or other personal belongings. Landlord has no liability whatsoever for loss or damage to the Resident's property, whether by fire, theft, vandalism, mysterious disappearance or otherwise while any vehicles/goods are stored within the garage/carport/parking area.

- 13. INDEMNIFICATION:** Resident will indemnify, hold harmless, and defend Landlord from all claims, demands, actions or causes of action that are hereinafter made or brought about by others as a result of, or arising out of, Resident's use of the Garage/Carport/Additional Parking.
- 14. ABANDONMENT:** Any stored vehicles or other items shall be deemed abandoned if not removed within ten (10) days after termination of this Agreement. Upon such abandonment, Landlord may tow vehicle or have it removed at Resident's sole expense. Any personal property left will be disposed of in accordance with applicable law.
- 15. REASSIGNMENT:** If this Agreement provides for the assignment of a specific assigned Garage/Carport/ Parking space, then Landlord shall have the right to reassign the specific space for another assigned space upon ten (10) days' written notice to Resident.
- 16. SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Agreement. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall control.

RESIDENT:_____
Lei Guo (Resident)_____
Date**Signed by Ryan Smith**

Wed Apr 18 05:45:33 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)_____
Date**LANDLORD:**

Essex Management Corporation, a California corporation, as Agent

By:

Print Name: Norma Jaimez

Title: Community Manager

Date

Date: April 13, 2018

VEHICLE REGISTRATION FORM

VEHICLE #1 INFORMATION				
MAKE Mercedes	MODEL GLA250	YEAR 2016	COLOR Black	PLATE # 7SZD442
STATE CA	PARKING PERMIT #	PARKING SPACE TYPE	PARKING SPACE #	
VEHICLE #2 INFORMATION				
MAKE Mercedes	MODEL E350	YEAR 2008	COLOR Black	PLATE # 6CRU218
STATE CA	PARKING PERMIT #	PARKING SPACE TYPE	PARKING SPACE #	

1. By signing below, Resident acknowledges the accuracy of the information provided above and agrees not to have any vehicles on the Property other than those registered with Landlord. Resident shall notify Landlord within three calendar days of any changes to the above information.
2. Resident agrees to abide by all rules and regulations with respect to having a vehicle on the Property, including but not limited to those contained in the Community Handbook, the Lease and posted on the Property. Resident acknowledges that the failure to do so may result in the towing of the offending vehicle, at the vehicle owner's sole cost and expense and also is a material breach of the Lease, which may lead to the termination of Resident's tenancy.


Signed by Ryan Smith

Wed Apr 18 05:45:38 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

 Lei Guo (Resident)

 Date

 Ryan Smith (Resident)

 Date

MOLD NOTIFICATION

This Mold Addendum ("Addendum") dated **April 13, 2018** is attached to and made a part of the lease agreement dated **December 8, 2017** (the "Lease") by and between Essex Management Corporation, as agent for Owner ("Landlord"), and **Lei Guo and Ryan Smith** (individually and collectively referred to herein as "Resident") for the rental of the premises located at **3700 Beacon Ave. #A425, Fremont, CA 94538** ("Premises" or "Unit") within the community commonly known as **Paragon** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. Resident and Landlord agree as follows:

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

a. KEEP THE PREMISES CLEAN:

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

b. CONTROL MOISTURE IN THE PREMISES AND INCREASE AIR CIRCULATION:

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

c. PERIODICALLY INSPECT THE UNIT FOR MOISTURE AND MOLD:

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

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

d. PROMPTLY REPORT TO LANDLORD IN WRITING:

- Visible or suspected mold that Resident does not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
- Overflows or dripping from showers, bath, sink, toilet, washer, refrigerator, air conditioner

- Plumbing problems
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vent leaks
- Any non-operational windows, doors, fans, heating or air conditioning units
- Any evidence of leaks or excessive moisture in the Premises or on the Property
- Any maintenance needed at the Premises or Property

e. RESIDENT AGREES TO NOT:

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

2. **CLEANING SMALL AREAS OF MOLD:** If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, resident agrees to clean the area with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. If Resident is unable or unwilling to clean the area, Residents will promptly notify Landlord so that Landlord can clean area.
3. **INDEMNIFICATION AND HOLD HARMLESS:** Resident agrees to defend, indemnify and hold harmless Landlord and Landlord's related parties (past and present subsidiary corporations, affiliates, successors, assigns officers, directors, property managers, agents, attorneys, employees and representatives) from claims, liabilities, losses, damages and expenses (including attorneys' fees), that they incur that are related to the Resident's breach of the Resident's obligations to Landlord. Resident is responsible for the action (or inaction) of Resident's household members, guests and agents.
4. **COOPERATION WITH REMEDIATION:** If elevated mold levels may exist at the property, Resident agrees to temporarily vacate the Premises to allow for investigation and remediation, to control water intrusion, or allow other repairs to the Property, if requested by Landlord. Resident agrees to comply with all instructions and requirements necessary to prepare the Premises for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident's responsibility unless the elevated mold growth was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware. Resident agrees to provide Landlord with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Premises as soon as Resident obtains them.
5. **SEVERABILITY:** If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.
6. **REMAINING TERMS OF TENANCY:** Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

RESIDENT

 Lei Guo (Resident)

 Date



Signed by Ryan Smith

Wed Apr 18 05:45:47 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

 Ryan Smith (Resident)

 Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

 Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018



SMOKING POLICY ADDENDUM (City of Fremont)

This Smoking Policy Addendum ("Addendum") dated **April 13, 2018** is attached to and made a part of the lease dated **December 8, 2017** (the "Lease") by and between **Essex Property Trust, Inc.**, as agent for Owner ("Landlord"), and **Lei Guo and Ryan Smith** ("Resident") for unit number **A425** (the "Unit") in **Paragon** (the "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

1. **PURPOSE:** The parties desire to mitigate: (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high cost of fire insurance for properties where smoking is permitted.
2. **DEFINITION OF SMOKING:** The term "Smoking" refers to (1) inhaling, exhaling, burning or carrying any lighted pipe, cigar, cigarette, hookah pipe, water pipe, or similar article of any kind or (2) the use of an Electronic Cigarette.
3. **DEFINITION OF ELECTRONIC CIGARETTE OR E-CIGARETTE:** "Electronic Smoking Device" or "E-Cigarette" means an electronic and/or battery-operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of vapors including nicotine and/or other substances. "Electronic Cigarette" includes any similar device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, a vapor cigarette or any other product name or descriptor.
4. **DEFINITION OF ELECTRONIC CIGARETTE PRODUCT:** "Electronic Cigarette Product" means any substance containing nicotine and/or a liquid solution meant to be vaporized using an Electronic Cigarette, including any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. "Electronic Cigarette Product" includes cartridges filled with inhalable dose of a flavored liquid solution that may or may not contain nicotine or any other item designed to be heated to release flavored vapor to be inhaled by the user.
5. **DEFINITION OF COMMON AREA:** "Common Area" means any area of this Property accessible to and usable by residents of different units, including but not limited to community rooms, playgrounds and play areas, gym facilities, common cooking and eating areas, swimming pool and swimming pool areas, laundry rooms, shared restrooms, common courtyards, paths and walkways, and parking garages, parking lots and parking areas, and further includes private balcony, porch, deck or patio.
6. **DEFINITION OF UNIT:** "Unit" means personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio.
7. **NON-SMOKING AREAS:** Resident agrees and acknowledges the following Smoking restrictions at this Property. Resident and members of Resident's household shall not Smoke in these designated areas, nor shall Resident permit any guest or visitor of Resident to do so.
 - a. Smoking is prohibited in all enclosed and unenclosed Common Areas of this Community except for those areas specifically designated for Smoking, if any.
 - b. Smoking is prohibited in all parking areas, and within twenty **(25)** feet of any entrance, exit, operable window, vent or other opening into enclosed areas where smoking is prohibited, except in the following designated smoking area: No designated smoking areas.
 - c. Smoking is not allowed in your unit. **Attached, as Exhibit A, is a copy of a document describing each designated smoking and nonsmoking unit with an accompanying diagram depicting the location of smoking and nonsmoking units in relation to all other units and any designated smoking areas and the landlord's policy for handling complaints regarding smoking.**

8. **PROMOTION OF NO-SMOKING POLICY:** Resident shall inform his or her guests of the Non-Smoking Areas. Resident or members of the household will not permit or facilitate smoking activity in any non-smoking areas regardless of whether the individual engaging in such activity is a member of the household or is a guest.
9. **LANDLORD NOT GUARANTOR OF SMOKE-FREE ENVIRONMENT:** Resident acknowledges that Landlord's adoption of Non-Smoking Areas does not make the Landlord the guarantor of the Resident's health or that the areas listed in Paragraph 7 above will be free of smoke; however, Landlord shall take reasonable steps to enforce this Addendum. Landlord shall not be required to take any specific steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.
10. **ACKNOWLEDGEMENT OF RECEIPT:** Resident acknowledges receipt of a copy of a document describing each designated Smoking and Non-Smoking Unit with an accompanying diagram depicting the location of Smoking and Non-Smoking Units in relation to all other Units and any designated Smoking areas and the Landlord's policy for handling complaints regarding Smoking prior to entering into the Lease.
11. **MATERIALITY OF BREACH:** Resident agrees and acknowledges that it is a material breach of the Lease for the 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 any unit of the Property or any Common Area of the Property, or otherwise violate any provision of this Addendum. Resident further understands that breach of this Addendum by the Resident shall be deemed a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord.
12. **THIRD PARTY BENEFICIARIES:** To the extent provided by applicable law, all lawful occupants of the Apartment Community are express third-party beneficiaries of this Addendum and all the clauses set forth herein. If Resident or any Occupant or guest breaches this Addendum or any Occupant knowingly allows guests to breach this Addendum, Resident potentially will be liable to Landlord and to any lawful occupant of the Apartment Community who is exposed to secondhand Smoke because of that breach.
13. **DISCLAIMER:** Resident acknowledges that this Addendum and Landlord's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Landlord would have to any Resident household to render buildings and units designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building Common Areas or Resident's Unit will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Unit or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
14. **DUTY TO COMPLY WITH APPLICABLE LAWS:** Resident and Landlord agree to comply with all applicable laws relating to Smoking at this Property.
15. **REMAINING TERMS:** The terms of the Lease, and all attachments and addenda to the Lease, are and shall remain the same and in full force and effect except as modified in this Addendum.

16. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

RESIDENT:

Lei Guo (Resident)

Date**Signed by Ryan Smith**

Wed Apr 18 05:45:55 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)

Date**LANDLORD:**

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

EXHIBIT A

This community is a non-smoking community with no designated smoking areas.

PESTICIDE NOTICE/DISCLOSURE

This is to inform you pesticides may have been applied to the residential unit/building in the past. California law requires that building owners and operators provide tenants with the following notice concerning the application of pesticides.

CAUTION -- PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for the use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. *If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleed anticoagulant reaction. If within 24 hours following application, you experience flu like symptoms: headaches, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or Poison Control Center at (408) 299-5112 and the Property Manager immediately.*

Property Manager	(510) 796-3700
Poison Control Center (408)885-4200	County Health Department (408)299-2171
Santa Clara County AG Commissioner (510)670-5332	Alameda County AG Department (415)363-4700
San Mateo County AG Department (415)363-4700	Contra Costa AG Department (510)646-5250
Structural Pest Control Board (916)924-2291,	1430 Howe Avenue, Sacramento, CA 95825

The following pesticides are commonly used for the extermination of pests. One or more of these materials may be used in your residential unit. You may request specific information about which pesticides are to be applied and when they are to be applied from the Property Manager.

Avert 310 (Abamectin) Whitmire
 Avert Gel (Abamectin) Whitmire
 Advanced Liquid Bait (Boric Acid) Whitmire
 Advanced 375A (Abamectin) Whitmire
 Advanced Gel Bait (Boric Acid) Whitmire
 Borid (Boric Acid) Cline Buckner
 BP 100 or BP 300 (Pyrethrins) Whitmire
 CB-80 Extra (Pyrethrins) Waterbury
 Delta Dust (Deltamethrin) Aventis
 Delta Guard (Deltamethrin) Aventis
 Demand SC (Lamba-Cyhalothrin Technical) Syngents
 Dragnet (Permethrin) FMC
 Drax (Orthoboric Acid) Waterbury
 Drione (Pyrethrins) Agrevo
 Gentrol (Hydroprene) Zoecon
 Maxforce FC Any Gel (Fipronil)
 Maxforce FC Roach Gel (Fipronil)
 Maxforce Granules (Hydramethylnon) Maxforce
 Microcare (Pyrethrins) Whitmire
 Precor (Methoprene) Zoecon
 PT 565 (Pyrethrin) Whitmire
 Perma-Dust PT 240 (Boric Acid) Whitmore
 Pro Control Fogger Plus (Pyrethrins/Cyfluthrin) Whitmire
 Suspend SC (Deltamethrin) Aventis
 Saga-WP (Tetrabromethyl) Aventis
 Siege (Hydramethylnon) Waterbury

Talstar EZ Granular (Bifenthrin) FMC
 Talstar Liquid (Bifenthrin) FMC
 Tempo Dust (Cyfluthrin) Bayer
 Tempo (Cyfluthrin) Bayer
 Terro Ant Killer II (Boric Acid) Senoret Chem.
 Termidor SC (Fipronil) BASF
 Tri-Die PT 230 (Pyrethrins) Whitmire
 Ultracide Carpet Spray (Permethrin/Nylar) Whitmire
 Wasp & Hornet Jet Freeze (Pyrethrins) Waterbury
 Wasp-Freeze PT515 (Tetramethrin/Permethrin/Piperonyl Butoxide) Whitmire

WILDLIFE CHEMICALS
 AC 90 (Chlorphacinone) Bell Labs
 Contrac Bait Pck. (Bromadiolone) Bell Labs
 Contrac Blox (Bromadiolone) Bell Labs
 Fumitoxin (Aluminum Phosphide) Pestcon Systems
 Liquitox (Diphacinone) Bell Labs
 Gopher Getter (Strychnine) Witco
 Mole Patrol (Warfarin) Witco
 Rodent Baits Oats (Chlorphacinone) King County
 ZP Tracking Powder (Zinc Phosphide) Bell Labs
 ZP (Zinc Phosphide) Bell Labs

California law also requires persons exposed to substances regulated under the Safe Drinking and Toxic Enforcement Act of 1986, commonly referred to as "Proposition 65", to be provided a clear and reasonable warning, as some of the pesticides listed above are chemicals regulated under Proposition 65. You are advised as follows:

WARNING: The area within your building contains a substance known to the State of California to cause cancer, birth defects, or other reproductive harm.

I/We have read the above disclosure and pesticide list and I/We understand that any of the pesticides listed may have been used in the past.



Signed by Ryan Smith

Wed Apr 18 05:46:03 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Lei Guo (Resident)

Date

Ryan Smith (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

RENT CONCESSION AGREEMENT / RECEIPT**Resident Name:** Lei Guo and Ryan Smith**Unit #A425****Address:** 3700 Beacon Ave., Fremont, CA, 94538Concession Type: *(Check one)*

- ☐ **Move-in Special**
☒ **One Time Only**
☐ **Multiple Month Concession**
☐ **Application Fee Waiver**
☐ **Non-Refundable Fee Reduction or Waiver**
☐ **Deposit Reduction or Waiver**
☐ **Parking, Storage or Garage Waiver over multiple months**
☐ **Resident Referral**

Name of Resident Referred: _____

Unit #: _____ Move-in Date: _____

Concession Details:One-time concession of **\$501.00** to be given in the **first** month(s) of the lease term.**Total Concession Credit: \$501.00**

"One Time Only", "Resident Referral", "Application fee" and "Deposit Reduction or Waiver" concessions are not conditioned on future performance under Resident's Lease. For all other concessions, Resident acknowledges that the concession is offered in return for the Resident's execution of a fixed term lease concurrently with the execution of this Rent Concession Agreement/Receipt. Resident acknowledges that Resident was not required to enter into a fixed term lease and could have rented the Premises on a month-to-month basis. In exchange for the execution of the fixed term lease, and Resident remaining a Resident in good standing for the entire initial term of the lease, Landlord has provided the above concession. As such, in the event of default of any of the terms or conditions of the Lease, or any addenda, amendments or modifications of the Lease, either in the payment of rent or performance of any other condition, or if Resident vacates the Premises before the expiration of the initial rental term of the Lease, all concession credits must be immediately returned to Landlord in the form of rent immediately due and payable concurrently with the regular monthly rental payment then due. At the termination of the initial term of the lease, assuming all payments and obligations are satisfied, this Agreement shall terminate and Landlord will have no right to repayment of the Concession even if Resident defaults under future lease agreements or during any hold-over tenancy.

Lei Guo (Resident)_____
Date**Signed by Ryan Smith**

Wed Apr 18 05:46:12 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)_____
Date**LANDLORD:**

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018

SATISFACTION OF RENTER'S INSURANCE REQUIREMENT IN LEASE ADDENDUM

This Renters Insurance Satisfaction Of Renter's Insurance Requirement In Lease Addendum ("Addendum") dated **December 8, 2017** is attached to and made a part of the lease agreement dated **December 8, 2017** (the "Lease") by and between Essex Management Corporation, as agent for Owner ("Landlord"), and **Lei Guo and Ryan Smith** (individually and collectively referred to herein as "Resident") for the rental of the premises located at **3700 Beacon Ave. #A425, Fremont, CA 94538** ("Premises" or "Unit") within the community commonly known as **Paragon** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. Landlord and Resident agree as follows:

Landlord does not insure Resident's personal property or actions. Property or liability insurance coverage purchased by Landlord is not intended to protect against loss or damage (i.e., burglary, vandalism, fire, smoke, or any other perils) to Resident's personal property or belongings. Further, if the Premises or Property are damaged because of the actions of Resident or Resident's guest, Resident is financially responsible for the damage. Unless Renter's Insurance is merely encouraged in the Lease, then Resident's purchase of renter's insurance is mandatory under the Agreement and the following provisions will apply:

- (a) Throughout Resident's tenancy, Resident must maintain a renter's insurance policy, at no cost or expense to Landlord. The insurance policy must have personal liability coverage of at least the amount **\$100,000.00** per occurrence. Contents coverage (i.e. for Resident's personal property) is not required under this Lease, but is available and advisable. The policy limits will not limit the Resident's liability.
- (b) Policies must be written for a term of at least one year, or the term of the lease, whichever is less. The policy must name Landlord as an "Interested Party."
- (c) Before the beginning of Resident's tenancy, Resident must deliver to Landlord a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. At least thirty (30) days before the expiration of the policy, Resident must furnish Landlord with evidence of renewal or "an insurance binder" evidencing renewal. Resident may not do anything or allow any action that invalidates the policy.
- (d) The insurance may be issued by any company of Resident's choosing, provided that the carrier is licensed or admitted to transact business in **California**, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best Insurance Guide".
- (e) The insurance policy or certificate of insurance must name each person listed on the Lease Agreement as an Insured, or Additional Insured. Each Roommate added to the Lease Agreement must deliver to Landlord a certified copy of their insurance policy or certificate of insurance evidencing the existence and amounts of the required insurance at the time they are added to the Lease Agreement
- (f) Failure to maintain Renter's insurance as specified above is a material breach of the Lease.

RESIDENT

Lei Guo (Resident)

Date



Signed by Ryan Smith

Wed Apr 18 05:47:07 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Ryan Smith (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

Print Name: Norma Jaimez

Title: Community Manager

Date

Date: April 13, 2018

UTILITIES ADDENDUM

This Utilities Addendum ("Utilities Addendum") dated **April 13, 2018** is attached to and made a part of the lease agreement dated **December 8, 2017** (the "Lease") by and between **Essex Property Trust, Inc.**, as agent for Owner ("Landlord"), and **Lei Guo and Ryan Smith** (individually and collectively referred to herein as "Resident") for the rental of the premises located at **3700 Beacon Ave. #A425, Fremont, CA 94538** (the "Premises" or "Unit") within the community commonly known as **Paragon** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. Resident and Landlord agree as follows:

1. **General:** Residents monthly rent under the Lease does not include charges for any utilities. Resident is responsible for the costs of all utilities identified on Exhibit A to this Utilities Addendum. Residents may be charged for utilities in two ways: Direct-Bill Utilities and Allocated Utilities.
2. **Direct-Bill Utilities:** For the "Direct-Bill Utilities" identified on Exhibit A, Resident is required to set up service with the utility provider and be billed directly from the utility provider as the Customer of Record. Service must be established as of the Lease start date in Resident's name by contracting directly with the utility provider and failure to do so may result in an interruption of services and is considered a material breach of the Lease. Landlord and Resident agree that if Resident fails to establish service in Resident's own name, Landlord or Billing Provider will incur certain costs (e.g., additional bookkeeping, administrative time, and lost opportunity costs) that will be difficult or impossible to ascertain. Landlord and Resident agree that the amount set forth in Exhibit A is a fair estimate of the damages Landlord will suffer as a result of Resident's failure. Resident must terminate Direct Billed Utility service provided in their name when Resident vacates the Premises.
3. **Allocated Utilities**
 - a) The other utilities for which Resident is responsible are referred to herein as "Allocated Utilities." Resident agrees to pay to Landlord, as additional rent, all Allocated Utilities during the term of the Lease. For the Allocated Utilities, Resident shall pay a monthly amount stated in a separate bill ("Allocated Utility Bill") sent to Resident by Landlord or a third party billing service provider ("Billing Provider") for the Property. Payment of the Allocated Utility Bill is due as noted on each Allocated Utility Bill. Unless otherwise provided, Resident agrees to pay the Allocated Utility Bill monthly at the location identified on such Allocated Utility Bill.
 - b) Resident agrees that Landlord may bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Allocated Utilities," as well as change the Billing Provider, the method of billing and/or the method of allocation with thirty (30) days' written notice to Resident.
 - c) Charges for Allocated Utilities (if any) will itemize the beginning and ending meter readings, the rate charged to Resident and any other information required by applicable law, rules or regulations. Billing amounts will be determined by multiplying the sub-meter readings for the Resident's Premises by the effective utility rate that is charged to Landlord. The effective rate is calculated by adding together all charges from the utility provider, including base fees, miscellaneous charges, fees and taxes contained on the utility bills divided by the total consumption. Resident agrees to allow Landlord, or the Billing Provider, access to Resident's Premises in order to install, repair, remove and/or read sub-meters. To the extent permitted by applicable law, the Billing Provider may estimate Resident's sub-meter consumption of Allocated Utilities if Resident's sub-meter is broken, a meter cannot be read, does not transmit a meter reading or upon move-in or move-out.
 - d) Resident's Allocated Utilities may be estimated if Landlord or Billing Provider has not received bills from utility providers in time to prepare Resident's Allocated Utility Bill.
 - e) The allocation formulas set forth in Exhibit A will calculate Resident's share of the Allocated Utilities and all costs of providing same in accordance with state and local law. Under any allocation method, Resident may be paying for utility usage in common areas or in other residential units as well as administrative fees or other charges imposed by the utility provider. Both Landlord and Resident agree that using the allocation formula set forth herein as a basis for allocating utility costs is fair and reasonable, while recognizing that the allocation method does not reflect actual utility consumption by Resident.
 - f) For Allocated Utilities, all charges assessed to Landlord from the utility providers or on property tax bills may be used to calculate the amount charged to Resident under the allocation formula. Such charges may include, but are not limited to, usage charges, miscellaneous charges, fees, taxes, drought or other surcharges, fines or other penalties. Allocated charges for Trash may include all costs incurred by Landlord relating to Trash, including, but not limited to charges from the hauler for removing the trash and recycling, porter service, bulky item removal, cleaning of the bins and deodorizing services, third party vendor contracts providing services relating to trash and recycling as well as

composting costs where required.

- 4. Common Area Deduction ("CAD"):** If indicated in Exhibit A, a CAD is deducted from the sum of the Landlord's utility bills for the utility indicated and relates to the expense of such utility associated with any common areas such as laundry facilities, irrigation, pools, fountains, etc. Landlord and Resident agree that the exact amount of utilities consumed in the common areas cannot be determined precisely; therefore, the CAD indicated is a fair and reasonable estimate of the usage in common areas even though the utilities are not separately metered. Landlord will deduct the percentage of CAD identified in Exhibit A from the sum of the Landlord's utility bills for the utility indicated each month before allocation of such bills to Resident according to the allocation formulas described. The percentage CAD deduction may be changed by Landlord with thirty (30) days' written notice by Landlord to Resident.
- 5. Default in Payment of Allocated Utility Bills**
- a) To the extent permitted by law, any delinquent payment of an Allocated Utility Bill shall be considered a default under the Lease to the same extent and remedies as if Resident had been delinquent in Resident's payment of the monthly rent.
 - b) Landlord and Resident agree that when Resident fails to pay Allocated Utility Bills on time, Landlord may apply monthly rent to the overdue Utility Bill. If Resident fails to pay Allocated Utility Bills on time, or when Resident pays by a dishonored check, the actual cost to Landlord and/or Billing Provider is difficult or impossible to ascertain, but Landlord and Resident agree that Landlord and/or Billing Provider does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative time, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with a non-payment of the Allocated Utility Bill, Landlord and Resident agree that the amount set forth in Exhibit A is a fair estimate of the damages Landlord will suffer as a result of the late payment. The parties further agree that an NSF fee of **\$25.00**, plus the payment required to replace the dishonored check, is a fair and reasonable amount to compensate Landlord in the event Resident's check is dishonored. The Parties further agree that the payment of these sums does not constitute an agreement to pay Allocated Utility Bills late and/or to pay by dishonored check.
- 6.** Upon vacating the Premises, a final Allocated Utility Bill will be issued by either the Billing Provider or Landlord. The cut-off date for this final bill will be the date that Resident surrenders possession of the Premises to Landlord. To the extent permitted by law, Resident acknowledges and agrees that any unpaid Allocated Utility Bill, together with the amount of the final bill, may be deducted from the security deposit, as additional rent, at the termination of the Lease.
- 7.** Landlord is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to the Premises and waives any claims against Landlord for offset, reduction of rent or diminished rental value of the Premises, except if the direct result of the sole negligence of Landlord.
- 8.** Resident agrees not to terminate, cut off, interrupt or interfere with any system supplying utility services to the Premises and shall not disturb, tamper, adjust, or disconnect any utility service sub-metering device. Resident shall not intentionally utilize utilities of another unit whether or not such unit is occupied. Resident shall not breach any cable or satellite dish system, but will instead contract with appropriate parties for use of such services.
- 9.** Resident agrees to comply with any utility conservation efforts implemented by Landlord and abide by all applicable laws and ordinances pertaining to utilities. Resident further agrees to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord as a result of Resident's violation of any statute, ordinance, regulation or other governmental restriction.
- 10.** Landlord may modify the method by which utilities are furnished to Resident's unit and/or billed to Resident during the term of the Lease. This includes, but is not limited to, sub-metering the unit for certain utility services and/or changing the allocation formula. Such changes may also include changing the CAD percentage and/or changing flat-rate amounts. In the event Landlord chooses to modify the method or allocation formula used to calculate charges for utility services, Landlord will provide Resident at least thirty (30) days' prior written notice of such modification.
- 11.** Any provision specifically required by applicable law which is not included in this Utilities Addendum is hereby inserted as an additional provision of this Utilities Addendum, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.
- 12.** If any provision of this Utilities Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Utilities Addendum and the terms of the

Lease, the terms of this Utilities Addendum shall control.

RESIDENT**Signed by Ryan Smith**

Wed Apr 18 05:47:18 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

Lei Guo (*Resident*)*Date*_____
Ryan Smith (*Resident*)*Date***LANDLORD:**

Essex Management Corporation, a California corporation, as Agent for Owner

By:

Date

Print Name: Norma Jaimez

Title: Community Manager

Date: April 13, 2018

EXHIBIT A TO UTILITIES ADDENDUM

1. Utilities for the Premises shall be charged as follows:

Utility/ Service	Utility's Customer of Record	Calculation Method for Utility Charge to Resident	Allocation Formula; Flat Rate Amount; Not to Exceed Amount	Common Area Deduction
Gas	<input type="checkbox"/> Landlord <input type="checkbox"/> Resident <input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	N/A
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	N/A
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Allocation formula <input type="checkbox"/> Dedicated Sub-metered	<input checked="" type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	5%
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Direct billing from utility <input checked="" type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input checked="" type="checkbox"/> By Unit <input type="checkbox"/> Flat rate: <input type="checkbox"/> Water Usage	0%
Cable/ Satellite Dish	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	N/A
Phone	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	N/A
Internet	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	N/A
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Direct billing from utility <input checked="" type="checkbox"/> Allocation formula	<input type="checkbox"/> 50/50 <input type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input checked="" type="checkbox"/> By Unit <input type="checkbox"/> Flat rate:	0%
Hot Water Energy	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Direct billing from utility <input checked="" type="checkbox"/> Allocation formula <input type="checkbox"/> Sub-metered	<input type="checkbox"/> 50/50 <input checked="" type="checkbox"/> 100% Occupancy <input type="checkbox"/> 100% Sq. Footage <input type="checkbox"/> By Unit <input type="checkbox"/> Flat rate: <input type="checkbox"/> Hot Water Usage	N/A

2. Resident's billing statement will include a monthly service charge of no more than **\$3.76**. The service charge represents the reasonable value of services provided by Landlord and/or the Billing Provider to allocate the utility costs, provide billing to Resident, process payments and, where applicable, postage costs. The monthly service charge is subject to change upon thirty (30) days' written notice. In any jurisdiction where such charges are prohibited for one or more specific utility, the monthly service charge does not include any costs for preparing bills or other services relative to those specific utilities.
3. As set forth in this Utilities Addendum, a late fee of **\$0.00** may be imposed anytime Resident fails to pay an Allocated Utility Bill by the due date set forth in the Allocated Utility Bill.
4. As set forth in this Utilities Addendum, a fee of **\$35.00** may be imposed each month (or part thereof) that a Resident fails to put a Direct Bill Utility into Resident's own name.
5. While Landlord reserves the right to change who prepares Allocated Utility Bills at the Property, at the time of execution of this Utilities Addendum, Allocated Utility Bills are provided to Resident by:
 - ☒ A Third Party Billing Provider, which, as of the execution of this Utilities Addendum is **Conservice**. The Third Party Billing Provider may be contacted with any questions or concerns regarding their billing **any time between 5:00 A.M. and 7:00 P.M. MT at (866) 947-7379, via letter to P.O. Box 4718, Logan, UT 84323, or email at service@conservice.com.**
 - ☐ Landlord.

Explanation of Terms and Formulas

1. "50/50" means the charges to Resident are allocated based on 50% occupancy (number of residents in the Premises as a percentage of all the residents at the Property at a given point in time, usually monthly) and 50% of the square footage of the Premises as a percentage of all occupied square footage at the Property.
 - a. To determine the occupancy portion of the allocation, Billing Provider or Landlord will divide the charges being allocated in half after applying the CAD and then divide the result by the total occupant usage factor. Billing Provider will calculate Resident's share by multiplying the result of this calculation by the occupancy factor based upon the total number of authorized occupants in Resident's Premises. Because two people do not use twice as much of a utility as one person due to shared usage, the following occupancy factor is used to reflect an estimate of consumption. The occupancy factor is determined by the following:

<u>Number of Occupants</u>	<u>Occupancy Factor</u>
1	1.0
2	1.6
3	1.9
4	2.2
5	2.5
6	2.8

- b. To determine the square footage portion of the allocation, Billing Provider will take the remaining charges to be allocated and divide it by the total occupied square feet and then multiply the result of this calculation by the estimated square footage of Resident's Premises.
 - c. The amounts resulting from the above-calculations are added together to determine Resident's allocated share of the utility charges and will be reflected on Resident's Allocated Utility Bill.
2. "100% Occupancy" allocation means, after deducting the CAD, Billing Provider divides the charges being allocated by the total occupant usage factor of the authorized occupants at the Property. Billing Provider calculates Resident's share by multiplying the result of this calculation by the occupancy factor based upon the total number of authorized occupants in the Premises.
3. "100% Square Footage" allocation means, after deducting the CAD, Billing Provider divides the charges being allocated by the total square feet of all occupied square footage. Billing Provider will then multiply the result of this calculation by the estimated square footage of Resident's Premises.
4. "By Unit" means the total charges being allocated, after deducting the CAD is divided by the total number of units at the Property and the result is Resident's allocation.
5. "Not to Exceed Amount." If the Property is in a rent-controlled jurisdiction, Landlord and Resident understand and acknowledge that, for purposes of the applicable rent control ordinance, all utilities charges required to be paid by Resident under the Utilities Addendum are considered a portion of the rent paid for the Premises and shall be considered as part of the rent when calculating allowable increases under the rent control ordinance. The maximum utility rent to be billed to Resident by or on behalf of Landlord (as opposed to any Direct-Bill Utilities) shall be the amount calculated by adding together all of the "not to exceed" amounts for utilities for which Residents are responsible according to the above table as well as any monthly billing or service fees required under the Utility Addendum, if applicable. The rent related to these utilities and services actually billed to Resident may be less than the "not to exceed" amounts in order to reward overall conservation efforts and to pass on to Resident decreases in rates from the utility providers.
6. "Flat Rate" charges are set by Landlord and may or may not be based on a specific formula.
7. For sewer charges when the "Water Usage" box is checked, allocation is based upon the sub-metered usage of water. Resident's share of the sewer utility charges to Landlord shall be calculated by taking the amount of sub-metered water usage and multiplying it by the effective rate for sewer charged by the utility provider. For additional information regarding sub-meter calculations, please refer back to the Utility Addendum paragraph related to charges for allocated utilities based on sub-meter readings.
8. "Hot Water Energy" means energy used in a central water heating system at the Property to heat water which is then supplied to the Resident's premises for hot water and/or heat.

COMMUNITY HANDBOOK

Welcome! We are honored you have chosen an Essex community for your home. At Essex, if it's important to you, it's important to us. Our goal is to treat you with respect and make your experience here enjoyable. We strive to foster a lasting relationship and provide you with personal service and amenities to make life a little easier.

This Community Handbook contains our policies and house rules, which help make your community a comfortable, friendly and welcoming place for all. This Community Handbook is part of your lease agreement with us and needs to be followed the same as any other provision of your lease. Please take time to read through this Handbook and become familiar with it. If you have any questions, don't hesitate to contact an associate in the Community Office.

Important Contact Information

Our associates are here to assist you with any questions or concerns you may have. Please feel free to call or come in. If you're unable to come in during regular business hours, we'll be happy to arrange an appointment time that will meet your needs. Below are some of the most common numbers you may need during your residency with us.

Community Office

The Community Office is located at: **3700 Beacon Avenue, Fremont, CA 94538**

Office hours: **Monday-Friday 10am-5pm**

Phone: **(510) 796-3700**

Fax: **(510) 790-3683**

Email: **paragon@essex.com**

Other Contacts

Courtesy patrol company: **Onyx Protective Services**

Courtesy patrol phone #: **(408) 429-8315**

Maintenance Service

For Non-Emergency Service Requests:

Online Resident Portal: www.essexrentcafe.com

In-Person: Stop by our Leasing Office during office hours and we can place the service request for you.

For both Emergency and Non-Emergency Service Requests we can also be reached at (866) 991-3457

Always contact 911 first if needed.

Community and Unit Maintenance

Move-in Unit Inspection Form

We want you to be happy with your new home right from the start, so we'll provide you with a move-in inspection form to guide you in a thorough inspection of your Unit. The completed form will reflect our mutual agreement as to the condition of your Unit when you move in. If you don't fill it out and return the form within 48 hours that means nothing in your Unit needs to be repaired or cleaned.

Maintenance Services

Maintenance services are available to residents during the hours indicated at the beginning of this Handbook.

Non-emergency maintenance requests should be submitted through the Online Resident Portal listed at www.essexrentcafe.com

When you move in, your Unit will be fully equipped with lightbulbs in all permanent fixtures. After that, you're responsible for the replacement of regular lightbulbs, but we'll take care of fluorescent, appliance, and exterior light fixtures. When those need replacing, please submit a maintenance request.

Maintenance Emergencies

If you have a maintenance emergency, please immediately call the number indicated in the "Contact Information" at the beginning of this Handbook.

What is a maintenance emergency?

- Fire, potential fire hazard, criminal activity, significant property damage, storm damage, flood, being trapped in an elevator, no electrical power or other electrical problem, no heat, no hot water, no water at all, smell of gas or your refrigerator has failed.

- A serious roof leak, water leak, plumbing leak, overflowing tub or flooding in your Unit.
- The only toilet in your Unit is not working or is overflowing is definitely a maintenance emergency – but please try to unclog it with a plunger before calling.
- Similarly, if your only tub or sink is broken or clogged, that is an emergency. If the water is not overflowing and/or you have another bathroom, we will address the problem the next working day.
- Your front door, sliding glass door or windows will not lock or are broken. We want you to be safe, so please call us immediately if your locks are not working.
- If you can't get into your Unit because the access gates or your garage door are not working, or the entrance is blocked.

If you no longer need us after calling in for a maintenance emergency, please call back so we can cancel the dispatch.

Lockout Service

We can assist with lockouts and admit any authorized occupant with appropriate identification into the Unit during office hours. Unfortunately, we are not able to provide after-hours lockout services at all of our communities. Please see the Access Cards, Keys, Remotes, Directories and Lockout Policy Addendum for guidelines at your specific community.

Pest Control

Our pest control company treats the community on a regular basis. If you require additional pest control assistance, contact the Community Office. We will be happy to help you get rid of any unwanted insect or pests.

Building Exterior and Grounds

We try to keep the grounds and public areas clean, neat and attractive for everyone to enjoy. Help us stay beautiful:

- Please do not leave personal belongings in the common areas. When we come across something that's been left out all night, we have to assume it is trash and dispose of it properly.
- Please make sure your garbage goes straight from your Unit to the community garbage bins, and to clear personal belongings from outside your front door.
- Please show respect for landscaped areas, shrubbery and trees. We work hard to keep the grounds looking great, and appreciate your help in keeping them that way.
- Please keep your holiday decorations tasteful and remove them no more than a week after the holiday, local parade or festival.
- All shopping carts should remain at the store. They are not to be brought to the Community.
- The design of our Community depends on a clean, uncluttered look to our windows. As a result, please don't place foil, stickers, decals, posters, tinfoil, colored blinds or any other window treatments in window areas.
- No alterations or attachments of any kind are to be placed on or affixed to any portion of the exterior of the building. Any objects that may deface the building are not permitted. Do not make holes in doors, exterior walls, windows or railings.

Patios and Balconies

Nothing should be placed on balcony railings and, for your safety, please limit the people and belongings on your balcony. A safe guideline is no more than 40 pounds per square foot. While balcony sizes vary, the maximum occupancy for a 4' x 8' balcony is 6 people, plus some standard patio furniture.

An attractive community can't exist without your cooperation, especially when it comes to maintaining good-looking patios and balconies. Bicycles, approved outdoor furniture and well-kept potted plants (subject to size limitations) are the only items permitted on patios and balconies (subject to management discretion). Leaving items outside is at your own risk; we encourage you to use appropriate storage facilities where available. Please keep your patio (including walls and railings) free of flags, garbage containers, boxes, appliances, indoor furniture, exercise equipment, debris, awnings, gazebos, bamboo or other privacy screens and tents.

If you have a private patio or balcony enclosed by a fence, railing, or other structure then you can use those private areas to dry laundry so long as you comply with the following:

- No more than two drying lines or racks may be in use at any one time.
- Items may not be left on the drying lines or racks for more than 24 hours (i.e., all items must be removed within 24 hours of being put out on the drying lines or racks).
- Drying lines or racks must be free standing (that means no, you cannot affix them to any part of the building).

- No drying lines or racks may be attached or affixed in any manner to any portion of the building, fence, railing, wall, building support structure, or light fixtures.
- Drying lines or racks cannot be higher than the patio, balcony, or deck fence or railing.
- Drying lines or racks cannot be clearly visible from the sidewalk or street.
- Drying lines or racks cannot block entrance to or egress from the unit, create a health or safety hazard, or interfere with walkways or utility service equipment.
- Drying lines or racks cannot interfere with the maintenance of the property.
- Clothes may not be draped over fence or balcony railings, or hung from any building fixtures.

If you want to install plants, shades or furniture, please check with your Community Manager first. He or she can help make sure your choices fit within your Community's guidelines and general appearance.

Satellite Dish/Antenna

We will allow you to install one (1) satellite dish or antenna (collectively referred to below as a satellite dish) for personal, private use in the Unit under the following conditions:

- The satellite dish must be three (3) feet or less in diameter.
- The satellite dish may only be installed on the inside balcony, patio or terrace that is under your exclusive control. The satellite dish, or any part of it, cannot extend beyond the balcony, patio or terrace railing. Allowable locations may not provide an optimal signal, or any signal. We can't promise that the Unit will provide a suitable location for receiving a satellite signal.
- You are prohibited from making physical modifications to the Unit and are prohibited from installing said satellite dish in the common areas of the Community, including, but not limited to, exterior walls, roofs, window sills, common balconies or stairways.
- You can't install the satellite dish in a manner that causes physical or structural damage to the Unit, excluding ordinary wear and tear, including, but not limited to, holes drilled through exterior walls.
- You must install, maintain and remove said satellite dish in a manner which is consistent with industry standards.
- You must indemnify, protect and defend us against, and hold us harmless from, all claims, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees, expenses and court costs relating to any personal injury or Community damage arising from the installation, operation, maintenance and/or removal of said satellite dish.
- If requested, you must provide the Community Office with a copy of any liability insurance coverage maintained by Resident for said satellite dish. Landlord reserves the right to require that such insurance shall name Landlord as an "additional insured."

Personal Barbecue Grills

Due to locally enforced regulations from the International Fire Code, charcoal and propane barbecues as well as all other open-flame cooking devices cannot be operated on combustible balconies or within 10 feet of combustible buildings. Accordingly, Residents are not permitted to use any barbecue on the balcony. Storage of these devices within your home, storage facility, garage or balcony is also prohibited. The only exception permissible is if the cooking device is an electric grill or utilizes liquefied-petroleum (including propane) and the gas container has a water capacity no larger than 2.5 pounds [nominal 1 pound (0.454kg) LP-gas capacity]. These accepted cooking devices have very small containers like the ones used for camping stoves.

Political Signs

A "political sign" is one that relates to any of the following: an election or legislative vote, including an election of a candidate to public office; the initiative, referendum or recall process; and issues that are before a public commission, public board or elected local body for a vote.

You may only post political signs in the window or door of your Unit if you comply with the following:

- The signs may not be more than 6 square feet in size; or posted or displayed in violation of any local, state or federal law.
- You may not install or allow a political sign to be installed that causes any damage to or alteration of the Unit 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 may post and shall remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the Unit is located. Resident shall be solely responsible for any violation of any 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 not be posted more than ninety (90) days prior to the date of the election or vote to which the sign relates and must be removed ten (10) days following the date of the election or vote.
- Resident is strictly liable for any damages or injury that results from such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the leased Unit to its condition prior to the posting of the political sign(s).

Be a Good Neighbor

Alcohol intoxication, disorderly conduct and excessive noise are not allowed in the Community. Anyone consuming alcohol at our Community must be at least 21 years old and in the privacy of your Unit. Alcohol is allowed in common areas only when permitted or approved by the Community Office.

Disturbances and Noises

Noise can be a nuisance and we ask all of our residents to be considerate of their neighbors when entertaining, using their television or stereo, or using appliances or vacuum cleaners late at night. If you live in an upstairs Unit, avoid running, jumping or slamming doors. Please observe the quiet hours of your community, which are generally 10pm-7am, but may vary from community to community.

If you believe your neighbor is causing a disturbance or not observing the quiet hours, try politely talking to them before contacting the Community Office. They probably don't realize they were bothering anyone. If their response is not satisfactory, call the Community Office or our courtesy patrol. And if your neighbors come to you with a concern about noise coming from your Unit, please try your best to accommodate them.

Garbage Removal

Trash is regularly removed from our garbage receptacles. Please make sure you are putting your garbage in one of them. If the receptacle nearest you is full, please take your garbage to another one. Garbage bags left on the ground are a genuine health hazard and can attract unwanted pests. If you regularly have trouble finding an empty garbage receptacle, report the problem to the Community Office. Also, for your safety, once garbage is placed in a trash receptacle, please don't attempt to remove it.

- Trash must be disposed of properly, preferably in tightly tied plastic bags or closed containers. Please use a plastic bag or trash liner to carry refuse to the dumpster or trash chutes, where provided. This prevents waste from dripping on carpet or concrete and preserves the appearance and cleanliness of your home.
- Place all household refuse inside proper refuse containers, and do not place any items outside or around the containers. All boxes placed in these containers must be broken down, allowing for maximum usage of this service.
- Don't be a litterbug. Make sure that papers, gum, candy wrappers or any other trash is placed in appropriate receptacles.
- If we are required to repeatedly clean up excessive trash around your Unit, we may charge you for the time spent doing so.
- Do not empty ashtrays into the parking lot or dispose of other items from vehicles by leaving them in the parking area.
- Do not put furniture or other large items in the trash. Please make other arrangements for disposing of such items. You may be responsible for extra pickup charges due to inappropriate items in the dumpsters or dumpster area.
- If your Community has garbage chutes, use moisture-proof bags to carry waste to the trash drops on each floor to prevent stains on the carpeting. All garbage should be deposited directly into the garbage chutes and must be completely contained in sealed bags. We are not responsible for hauling away non-trash items such as old furniture, etc. If you have large, oversized disposable items that do not fit in garbage chutes, where provided, please notify us. **DO NOT FORCE LARGE ITEMS INTO THE CHUTE.** You will be held responsible for any cleanup costs due to garbage bag leaks, breakage or any noted garbage trails in the Community.
- Please remember to recycle and compost where available. If you have questions about recycling and/or composting procedures and opportunities at your Community, please ask the Community Office.

Pets

Your Community Management Team can tell you about any special restrictions, deposits, documentation or agreements required if you have a pet. We also have a few other basic rules and guidelines.

- If you're considering a new pet and would like more information, please contact your Community Office for details.

- Most communities do not allow more than two pets per Unit.
- Certain breeds are not allowed. A full list is contained in the Animal Addendum you will need to sign before bringing an animal home.
- We also can't allow any wild, exotic, endangered or poisonous creatures (animals, reptiles, birds, etc.) to be in residence at your Community.
- Animals must be housebroken, spayed and neutered, and have no vicious tendencies or history of threatening or causing physical harm to persons, property or other animals by biting, scratching, chewing, etc.
- Please make sure your animal does not disturb the quiet enjoyment of others by barking, scratching, whining, howling, crying or in any other way.
- Don't neglect your animal. If we suspect any animal is being neglected, mistreated or abandoned, we will contact Animal Control or a similar agency so the animal can be removed and cared for properly.
- Please watch your animals on patios or balconies – animals should not be left on patios or balconies while you are away. And while we don't want any animals injured, you cannot enclose any outdoor space with wire or screens or similar materials to contain the animal outdoors.
- Please keep your animal under control at all times. Dogs should be on a leash no longer than 8'. Cats must remain inside your Unit or be leashed or in a carrier when outside.
- You are responsible for any messes your animal creates. Please clean up after your animal both in your Unit and around the Community. If you have cats, dispose of litter in sealed trash bags in proper trash receptacles. Do not dispose of litter in toilets.
- You are responsible for any damage your animal may cause. When you move out, if there is evidence of fleas or other pests, you will be charged for the costs of fumigation or other appropriate treatment. Likewise, if your animal has damaged the Unit (carpet, woodwork, paint, etc.), you are responsible for the costs of repair.
- An aquarium is fine, but if it holds more than 10 gallons of water, you'll need insurance for it.
- For rules about other types of pets or accommodation animals, please check with the Community Office. They'll be happy to provide more information.

Weapons and Firearms

Displaying or discharging fireworks, guns, slingshots, or any type of firearm or weapon is strictly prohibited. **Violation of this policy by any resident, occupant or guest will result in the immediate termination of the lease contract.**

Green Community

We require the cooperation and support of everyone in our community in a wide-range of sustainability and energy conservation initiatives and programs. Please ensure that all household members and guests comply with all the Community's sustainability and energy conservation practices and guidelines applicable to the Unit and the Community.

- Please operate any ENERGY STAR® rated appliances in the Unit in accordance with standard operating instructions. If you require instructions, please reach out to your Community Office.
- Immediately notify your Community Office if any appliance in the Unit is damaged in any way or not working properly.
- Do not tamper with, interrupt or replace any energy, water, carbon reduction, or other sustainable measures installed and maintained by Landlord, including, but not limited to, energy efficient bulbs; lighting controls, such as automatic sensors; sun shielding blinds and devices; thermostats and/or air-conditioning/heating controls; door/window weather stripping; and low-flow and water efficient devices, such as faucet aerators and showerheads.
- Please follow all recycling, composting and waste sorting and management practices as required by local ordinances and in accordance with Community policies.
- After using the amenities in common spaces, please turn off the lights, television, and other electrical equipment to reduce energy usage.

Caring for Your Unit, Appliances and Plumbing

Carpet and Vinyl Floor Coverings

We recommend that you vacuum at least once a week. Using plastic trays under plants can prevent water damage and bleaching, and acting quickly to clean up spills allows you to cope with them before they dry and become set in the carpet.

- Use only approved carpet and vinyl cleaners and agents.
- If you want to have your carpets cleaned, please let us know. We will be happy to schedule a cleaning for you (although it generally will be at your cost).

Counter Tops

- Do not place hot vessels directly on counter tops – use a trivet or pot holder.
- Cut all food items on a cutting board instead of on the counter, or you may damage the surface.
- For Units with granite countertops, please use non-abrasive and granite-specific cleaners.

Dishwasher

- To prevent the drain from clogging, scrape your dishes before loading.
- Load dishwasher-safe plastic and wooden items in the top rack.
- Also, please only use dishwashing detergent in the dishwasher. Other types of soap will cause excessive bubbles and may damage the floors, appliances and cabinets. If you have excess bubbles, use laundry softener to stop the bubbling and call us so we can assist.
- Carefully load dishes to not interfere with the action of the rinsing arm.

Living Conditions

You must keep your Unit clean and uncluttered to allow easy passage throughout. Windows and doors should not be blocked. Flammable materials may not be stored in the Unit.

We may require the removal of items, newspapers, trash, etc. that are deemed to be a fire or health hazard. Also, you may not add appliances, such as dishwashers, washing machines, dryers, freezers, etc. to the Unit without prior written consent of the Community Office.

Garbage Disposal

- The "garbage" disposal, is not for garbage. It's only for certain types of food waste. Nothing large should be placed in it.
- Run cold water before and during disposal operation.
- Occasionally sharpen the blades by running cold water, inserting ice cubes and operating the disposal.
- To deodorize, run cold water and insert orange or lemon peels.
- Please DO NOT use drain-cleaning chemicals. They're really rough on the pipes and the environment.

Please DO NOT dispose of bones, celery, onion peels, cornhusks, corn silks, watermelon seeds, artichoke leaves, coffee grounds, grease, oil, fat, pasta or rice, all of which will cause clogging and damage the disposal. In addition, don't put metal, glass, cloth or fish tank rocks down the disposal. It damages the blades. Also, take care not to drop silverware into the disposal.

- If the disposal will not operate when the switch is in the "On" position, turn the disposal off and locate and depress the red "Reset" button on the underside of the disposal unit. If the disposal still does not operate, contact the Community Office for help.

Refrigerator

Clean the interior and exterior of your refrigerator with a mild cleaning solution of baking soda and warm water. Avoid using any abrasive cleansers, gritty soaps and heavy-duty cleaning agents.

Sinks/Drains

Keep your drains clear by not disposing any of the following in them:

- Grease: Collect it in a container and put in the garbage.
- Paper towels/rags: Discard these in the garbage. Do not flush down the toilet.

- Excessive toilet paper: Using large amounts of toilet paper does not give it time to dissolve, resulting in overflows.
- Excess hair: Remove hair from sink or tub; do not rinse down the drain.

Microwaves

Do not put anything metal in microwaves. This includes spoons, pots and pans with metal trim, recycled paper towels which have trace metals, aluminum foil, metal twist ties, poultry pins, meat thermometers, and Styrofoam plates (which may contain trace metals).

Washer and Dryer

If you have a washer/dryer, clean the interior and exterior with a mild solution of baking soda and warm water – please don't use abrasive, gritty or heavy-duty cleansers. For the best performance, empty the dryer lint tray after each load. Also, please leave your washer open when not in use to allow it to dry out and prevent mildew growth.

Fireplace

If your Unit has a fireplace, follow these basic care and safety precautions:

- Do not use flammable liquids such as gasoline, kerosene or lighter fluid.
- Burn only seasoned wood, cut to the proper length. Use only paper to start fires. Do not burn tires, trash or other items in your fireplace.
- If you use manufactured fireplace logs, follow the manufacturer's instructions.
- Open your damper before starting a fire; always use an iron fireplace grate and keep the fireplace screen closed until all embers are cold. It only takes a spark to start real trouble, so please be careful and stay safe.
- Dispose of the ashes when the embers are completely cold. For your safety, wait at least 48 hours for the embers to cool.

If you have a gas fireplace:

- Be sure to keep the glass clean and the vents unobstructed and able to do their job.
- NOT TO PLACE ANYTHING IN THE FIREPLACE. they are natural gas burning and there should be no wood, paper, gasoline, kerosene or lighter fluid.

If you believe your fireplace is not working properly, please let us know so we can call a technician.

Fire Sprinklers

If there is a fire suppression sprinkler system in the ceiling of your Unit, leave the sprinkler heads alone. They are sensitive and can be easily broken off. If they are broken off or accidentally triggered, it will cause immediate flooding in your Unit, (and possibly your neighbor's) and you will be responsible for the cost of cleaning it up.

If a sprinkler head is broken, immediately submit an emergency maintenance service request and call the fire department to report the breakage and minimize damages due to flooding.

Tips for Preventing Mold & Mildew

As part of your Lease, you signed a Mold Addendum. That document controls our respective legal obligations, and we wanted to provide you with some additional tips for preventing organic growth within your Unit. You can help minimize organic growth by taking the following precautions:

- Open windows frequently when the weather is dry to allow an exchange of air and permit the introduction of sunlight throughout your Unit. Even in winter, cracking your windows after showers or cooking can help mitigate excessive moisture from getting trapped inside. It may help if you run the fan on your furnace to circulate fresh air through your Unit during these times.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 55° and 75° Fahrenheit within your Unit at all times.
- Regular cleaning (including dusting, vacuuming, mopping and use of environmentally safe household cleaners) is important to remove household dirt and debris that mold feeds on. Thoroughly dry any spills on carpeting.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- Regularly, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.

- Use any preinstalled bathroom fan when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running, and allow the fan to run until all excess moisture has vented from the kitchen.
- Limit houseplants to keep the moisture level in your Unit at a minimum.
- Ensure that your clothes dryer vent is properly connected and clean the lint screen after every use.
- When washing clothes in warm or hot water, make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- If you live in a humid climate, a small dehumidifier will help regulate humidity levels in your Unit and create a more comfortable environment.
- Do not overfill closets or storage areas.
- Do not allow damp or moist stack of clothes or other cloth or paper materials to lie in piles for an extended period of time.
- Let us know immediately if you spot any of the following:
 - Evidence of a water leak or excessive moisture in your Unit, storage room, garage, or any common area.
 - Evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
 - Mold or mildew that reappears despite regular cleaning.
 - A failure or malfunction with your heating, ventilation or air-conditioning system. Do not close or cover any of the heating, ventilation or air-conditioning ducts in your Unit.
 - Inoperable windows or doors.

Community Recreational Amenities

We offer a wide variety of recreational amenities at our Communities. Below are general policies with respect to these amenities. Some of the following may not apply to your Community, so only read those sections that relate to the amenities available at your Community. If you are not sure what those are, please contact the Community Office.

Amenities may change during your time with us, and, at any time, we may need to change our Policies and House Rules. This means we reserve the right, at our sole discretion, without prior notice, to change the hours of such facilities or to discontinue the Resident's use of all such facilities. Any such changes or termination of such facilities shall in no way serve to lessen the Resident's obligation under the rental agreement or lease, including the amount of the monthly rent, nor will this serve as a basis for a Resident's early termination of a lease.

Use of all recreational amenities are at your own risk. Please make sure you know and understand how to operate all equipment before using it. If you do not feel comfortable with how to operate something, please look it up. Also, be courteous of your neighbors. If someone is waiting, please limit use to 30 minutes, this applies to all recreational amenities. And while we generally allow each household to bring two guests into our various community recreational areas, we may limit guest access at any time to ensure the facilities are available to our residents. Please be advised that our recreational amenities are not supervised; use of the amenities is at your own risk. To keep everyone safe, a responsible adult (that means they are paying attention to the people they are with) must accompany persons under the age of 14 when using any of the recreational facilities at your Community.

Business Center

Certain Communities have been equipped with business centers for use of their Residents.

- Business center hours are as posted and subject to change.
- No food or beverages are allowed in the business center.
- Please treat the equipment correctly. If assistance is needed regarding operation or for repairs, contact the Community Office.

With respect to our computers:

- Keep it clean. Do not access icons, system files, chat rooms, newsgroups, list servers or bookmarks, access or print pornographic material, violate copyright laws or otherwise use the intellectual property of others without permission or download to disks or other storage or personal devices.

- We do not have any responsibility to monitor or prevent access to any sites that may be objectionable, and we cannot and do not guarantee that any material available on any computer or any Internet site is current, accurate, inoffensive or suited to any particular user's purpose. We are not responsible or liable for any damages sustained by you or your guests or others with respect to the use of the center/area, or any computer located in the center/area.
- All Residents must have on proper attire at all times when using the center. That means shirt and shoes, no swimming attire, etc.
- Please do not unplug, switch or tamper with any of the cables or computer equipment.

Fitness Center

Some Communities provide a fitness center.

The Community fitness center is reserved for the use of our residents and their guests (but only so long as guest use doesn't interfere with use of other residents). If it gets crowded, we may ask guests to leave (at our discretion). Guests may be required to be registered at the Community Office prior to their use of the facilities and sign a waiver.

Hours of operation are posted at the facility and/or the Community Office.

We shall not be held liable for any damages or personal injuries sustained by residents and guests in the use of the fitness center equipment. If you are unfamiliar with the equipment, please refrain from using it until you have received proper instruction. Residents with heart or similar conditions are advised not to use the equipment without first consulting their physician. Shirts and shoes are required. Food, glass and alcoholic beverages are not permitted.

Swimming Pools/Spas

Some of our communities offer a pool, spa or hot tub for your enjoyment. Pool hours are posted at the Community. Please be advised that the pool may be closed occasionally for your safety, due to severe weather or chemical treatments beyond those that are done on a daily basis. Also, the heating of pools may vary from community to community and seasonally as well.

For your enjoyment and everyone's safety, we enforce the following policies and rules:

- No diving allowed.
- We reserve the right to regulate the use of the pool.
- **A lifeguard is not provided. Swim at your own risk.**
- Residents in the pool area may be required to show identification.
- A resident must accompany guests. Also, we may require guests to be registered with the Community Office.
- Swimmers must wear bathing suits or trunks. Cut-offs and street clothes are not permitted. Swimmers wearing attire deemed offensive by Management may be asked to leave the pool area.
- Chairs, tables, umbrellas and other pool accessories provided by us are for safety and comfort. Please do not remove them from the pool area.
- To keep the pool operating properly, no foreign objects such as pool furniture, plastic cups or liquids are to be put in the pool or spa.
- Please remove barrettes, hairpins and jewelry to prevent their loss or damage to the pool equipment.
- Rafts, floats, inner tubes, etc., may not be permitted in pool at Management's discretion. Safety equipment, such as swim vests and floaties, are always allowed.
- Glass containers and alcoholic beverages are not permitted in or around the pool area. If you see broken glass, let us know immediately.
- Diapers may not be worn in the pool.
- If you're not feeling well, do not use the pool and spa. That means that if you have diarrhea, steer clear. Once you are feeling better, however, come back and enjoy the water.
- Bicycles, roller skates and skateboards are prohibited in the pool area.
- Don't tamper with the gates, latches or pool fences. Please report broken gate latches to the Community Office.
- Animals are prohibited in the pool area unless they are required to be there in order to assist a person with a disability.
- Be considerate of others, and keep all volumes (music, voices, etc.) at a level that won't bother other people in the pool area.

- We are not responsible for accidents in the pool or pool area. Please become familiar with the location of the emergency phone and safety equipment.

Additional Cautions Regarding Spas

For your own protection, we suggest you observe a 10-minute time limit when in the spa. Anyone pregnant or who has a medical condition should check with their doctor before using any outdoor spa.

We need to be very clear that you should not, under any circumstances, put soap in the spa. It can clog the filters and make the spa unusable for several days, and violators will end up paying the repair bill.

Please familiarize yourself with the location of the emergency shut-off button, in case an emergency occurs.

Laundry Rooms

Laundry rooms are common areas, so please be advised that we aren't responsible for damages or loss of clothing and personal items from the laundry rooms.

Some laundry room guidelines:

- Don't sit or stand on the worktable(s). They are designed for laundry folding and sorting.
- Don't overload the machines – they won't work well, and could break down.
- Please make sure to empty your pockets before washing your clothes.
- Promptly remove clothes at the end of the cycle. Otherwise, someone else may do it for you and your Spiderman underwear will be the talk of the community.
- When a machine isn't working, please call the phone number listed on the laundry room wall and inform the representative of the machine number. Please notify the Community Office if the problem persists.

Community Barbecue Grills

Some Communities have common area grills for your use and enjoyment. If you use these facilities, please clean up after yourself. Some communities require the barbecues to be reserved, especially those that require a propane tank – please check with the Community Office.

Exercise extreme caution disposing of coals, and don't dispose of them in landscaped areas. Instead, wait 24 hours for the coals to completely cool and then put them in a garbage receptacle.

Community Fire Pits

Some communities also have common area fire pits to enjoy and in addition to the above BBQ guidelines here are a couple safety tips for open flame gas fire pits:

- Don't attempt to lift and/or move the fire pit.
- Don't place any objects near the base of the fire pit as they may obstruct gas flow and ventilation
- Don't use or store gasoline or other flammable vapor or liquids in the vicinity of the fire pit including empty gas cartridges, lighters, etc.
- If you have reason to believe there is a gas leak, please contact 911 and the management team immediately.

Play Areas

- Residents of all ages are prohibited from playing on stairs, in trash receptacle areas, and laundry rooms or in any potentially dangerous area.
- Please do not mark, write, or paint on buildings, walls, sidewalks or landscaped areas.
- Adults are responsible for the behavior of children.
- **Finally, but most importantly, all residents should use caution when driving throughout the Community. Watch closely for younger residents and their guests at play.**

Tennis, Basketball, Racquetball and Other Sport Courts

At Communities where these courts are available, the hours of operation are posted. These rules apply to all courts.

- Community Management reserves the right to regulate the use of all courts. Courts are available on a first-come, first-serve basis.

- Only athletic shoes may be worn on courts.
- Residents must accompany their guests in or around court areas.
- Residents in court areas may be asked to show identification.
- Glass containers and food are not permitted in or around the court areas.
- Don't tamper with court gates, latches, fences, nets, lights or equipment.
- Keep music and noise at a level that only you and your guests can enjoy.
- We are not responsible for accidents or injury.

Roof Decks/Mezzanines

At Communities where these amenities are available, the hours of operation may be limited. These rules apply to all roof decks/mezzanines.

- Community Management reserves the right to regulate the use of all roof decks/mezzanines.
- Residents must accompany their guests in or around roof decks/mezzanines areas.
- We are not responsible for accidents or injury.
- Roof decks/mezzanines may be available for rental. Please contact the Community Office for details.

Parking

Parking availability varies from community to community; however, the following applies to all of our Communities. For additional information regarding parking, please review applicable addenda to your lease. It is really important you read and follow the parking addendum or else your car could be towed at your cost, especially if a parking permit needs to be displayed and you fail to do so.

- We need to keep things safe, so no double parking, parking in red curb areas or blocking of pedestrian ramps or dumpsters. Generally, tandem parking is the exception, not the rule, and is only permissible at those Communities where it is specifically authorized. Please check with the Community Office and follow signs with respect to parking at your Community.
- Handicapped spaces are not assigned to specific Residents, and are available to vehicles bearing handicapped identification. The Police Department will assess steep fines for vehicles violating laws relating to dedicated handicapped spaces.
- Obey all parking signs, speed limits, directional instructions or other posted instructions. Any person driving or moving a vehicle on the premises must hold a current, valid driver's license.
- Residents are responsible for any vehicles belonging to guests, employees or invitees. We make no guarantees as to the availability of unassigned or visitor parking.
- We are not responsible for any damage, vandalism or loss that occurs on the grounds. All parking is at the driver's own risk.
- The speed limit at the Community is 5 miles per hour.
- Car washing and performing vehicle maintenance is not permitted on the Community or with Community utilities unless a designated car washing area is provided.
- No motorized vehicle will be operated on sidewalks, walkways or any pedestrian area (unless, of course it is an assistance device for someone with mobility impairment).
- Storing motorized vehicles in backyards, inside Units, or on patios or balconies is not allowed.
- Racing, gunning motors, squealing tires and loud radio playing in vehicles are not allowed.
- Current and updated license tags are required at all times.
- Resident shall obtain parking authorization for each vehicle that it owns and intends to park on the Property.
- Vehicles that do not have current parking authorization may be subject to towing at the vehicle owner's expense if they appear to be: (a) inoperable; (b) abandoned; or (c) not owned by a current Resident.
- Automobiles will be deemed inoperable or abandoned if any one of the following occurs:
 - 1) The automobile is not currently registered as evidenced by a license plate sticker or registration

- 2) The vehicle remains in the same parking space for more than two (2) weeks, or;
- 3) The physical condition of the automobile would render it inoperable (e.g. multiple flat tires, etc.).
- Vehicles that do not have current parking authorization will be determined to be not owned by a current Resident.
- Parking violations may be dealt with by towing, loss of parking privileges on the Community or possibly eviction, at our discretion.

Campers, trailers, trucks, boats and recreational vehicles are prohibited without prior written authorization. Don't park them in areas reserved for cars.

Garages

If garages are available at your Community, you may inquire at the Community Office about leasing one. Additional rent is often required to lease a garage, and there's a security deposit for a garage door opener (the security deposit is refunded upon return of the garage door opener).

Additional monthly rent and security deposits do not limit your liability for property damages, cleaning replacements, or personal injury.

If you use a garage, here are some basic guidelines and rules:

- Garages are for vehicle parking only. Storing of personal items other than vehicles, or any flammable liquids in your garage is prohibited.

Electronic Vehicle Charging Stations

At some Communities we have electric vehicle charging stations (EVCS) available for use by our Residents. You may only park in the space designated for using the EVCS while actually charging your vehicle (your electric vehicle). If you are parking there when not charging your car, you may be towed (and the expense for towing is on you). You also need to pay for the use of the EVCS. Only charge your vehicles at charging stations where available.

Use of the EVCS is subject to Community rules, regulations, posted signage and other instructions made available to you by us.

The EVCS is provided to Resident in its "AS-IS," "WHERE-IS" and "WITH ALL DEFECTS" condition. We expressly disclaim all warranties or representations of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, suitability and fitness for a particular purpose. Landlord makes no warranties or representations that the EVCS will act in any particular way, meet any requirements or expectations or that the use of the EVCS will be uninterrupted, timely, secure or error-free.

To the greatest extent allowed by law, by using an EVCS, you assume all risk of harm, release and waive all claims against us from and against all claims relating to the EVCS by you whether the use is authorized or unauthorized, even if caused by the negligence of us.

Pursuant to California Civil Code §1947.6 we will approve written requests of Residents to install, at your cost, an EVCS at a parking space allotted to you under certain circumstances. If you'd like to know more, please contact the Community Office.

Bicycles

Please store bicycles inside your Unit, enclosed patio, balcony storage areas, or bicycle storage area if provided. Do not store bicycles under stairways. We are not responsible for lost or stolen bicycles.

If a Bike Room is available at your Community, use of the Bike room is at your own risk. We are not responsible for lost or stolen bicycles stored here either. It is your responsibility to secure bikes with your own lock. Also, do not let anyone else into the bike room, and make sure the door is secured upon leaving.

For your safety, wear a bicycle helmet. Bicyclists should always yield to pedestrians.

Safety Guidance

Your personal security, and that of your family and guests, is up to you. Regularly taking common-sense precautions can help you develop the awareness you need to protect yourself, your family and friends, as well as your personal property. We encourage you to consistently follow the guidelines listed below.

When you are at home:

- Lock your doors and windows.
- Use your deadbolt or night latch.

- Never answer your door unless you know who is there. Use the peephole or window to confirm who is on the other side.
- If you are worried because you have lost a key, contact the Community Office to have the locks changed. While there is a charge to change the lock, it's better to be safe than sorry.
- Keep emergency telephone numbers (police, fire and emergency medical) near the telephone.
- If you have broken locks, latches, doors, windows or smoke detectors, contact the Community Office immediately with a repair request.
- Let the Community Office and trusted neighbors know if you are going to be gone for an extended period of time. While neither can assume responsibility if a problem occurs, their increased awareness may play a role in prevention.

When you are away from your Unit:

- Lock your doors and remember to use the deadbolts.
- Immediately report malfunctioning gate locks, or dark stairwells and parking areas.
- Close and lock your windows and sliding patio or balcony doors.
- Don't hide your front door key under the doormat.
- If you have an entry code, don't give it to anyone.

When you are driving and parking your car:

- Lock your car doors and never leave your parked car until the doors are locked and the windows are completely rolled up.
- Don't leave garage remotes, gate fobs or your keys in the car.
- Don't leave valuables in your car.
- Check the back seat before you get into the car.

Access Gates

Some Communities are furnished with electronically controlled access gates.

Access gates are designed to open with an access gate card or remote control device. The Community Office will provide you with a card or remote, and will demonstrate how to use it to open the access gate. If you lose an access device, you will need to pay the cost to replace it.

Do NOT try to follow someone else through the gate. The gates are timed for one vehicle only and the gate may close on you or your vehicle if you try follow the car in front of you. Trust us: Waiting the few extra seconds to open the gate with your own access device takes a lot less time (and money) than repairing your car after a gate closes on it. Although the access gates contribute to the peace of mind of our residents, they are not security and, the presence of the gates does not guarantee that crime can or will be prevented. In particular, please be aware that non-residents may attempt entry by closely following a resident who is entering the Community. In addition to allowing unauthorized visitors entry to the Community, this practice can damage the trailing vehicle and compromise the function of the access gate.

Because We Care, Please Remember...

A fail-safe system or device just doesn't exist. Safety devices such as alarm systems, courtesy patrols, patrol cars, and access gates are not guarantees against crime. All systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering.

In the end, your safety is your business, and we urge you to plan and take action as if safety systems and devices didn't exist. Don't depend on outside systems for security – the best safety measures you can take are the common-sense ones you carry out yourself.

Leaving Us?

If your needs change and you need to relocate, please let us help you find another Community. We have quite a lot of options and will make it easy for you. Speaking of easy, here are some guidelines for you to make the process of leaving your current Community as easy as possible.

Let Us Know

As stated in your lease, you need to let us know, in writing, at least 30 days in advance of your anticipated departure date.

Preparing for Your Move-Out

We want your last few days with us to be as smooth as possible. We ask that you return your Unit to us at the same level of cleanliness as it was when you moved in. That said, here are some helpful tips;

- Cleaning includes flooring, too! It was new or freshly steam-cleaned when you moved in so make sure to give it a good vacuum and wipe-down. If you don't want to hassle with scheduling a company to steam-clean your carpets before you move out, check with the Community Office for pricing of a professional carpet clean. We can simply deduct this amount from your deposit (or send you a bill) for this as well.

Take a look at our cleaning checklist to make sure you have everything covered.

- Your Community Office can provide pricing for a professional cleaner which can be deducted from your security deposit or billed to you upon move out.
- Remember to let the post office know you're moving. Visit www.usps.com for more details.
- Although you have told us you are moving, it is not official until you return all keys to us. You can return your keys to the Community Office during business hours or after business hours at properties offering after-hours drop box. Please place them in an envelope labeled with your name and unit number.

Cleaning and Repairs

The following are our internal guidelines and estimates regarding the costs for cleaning and any necessary repairs. We will evaluate each Unit on a case-by-case basis, but this will give you some idea of what to expect if you are not able to return the Unit to us in the same condition you received it (reasonable wear and tear excepted, of course).

If, prior to moving out, you're unable to clean the Unit to the same level of cleanliness as received and leave it in the condition presented on move-in (normal wear and tear excepted), or if additional service is required or items missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost to repair, clean and/or replace, including labor and service charges. If your security deposit is insufficient to cover the charges, the amount will be billed to you directly.

Moving can be stressful and hectic, so we've provided a list of areas you should clean before departing. Although this is not a complete list, we hope it will help maximize the amount of your returned security deposit.

Tub, showers and toilet: A tub cleaner should work on most dirt, stains and mildew, as well as rings, bottle marks and soap buildup. A non-abrasive cleanser and scrub brush can tackle heavier dirt. Make sure the shower doors and soap dishes are clean as well. Both the interior and exterior of your toilet should be clean, with no marks or discoloration.

Countertop, mirror, sinks and faucets: Ensure these surfaces are free of water spots, rings, smears, residue or dirt.

Stove: Clean under the stovetop and drip pans, which you can lift out by pulling on the burner (please make sure the stove top and oven are cool first). See if the oven door and top are harboring burnt-on food. Check the exhaust fan above the oven for grease, too.

Microwave: Look under the glass plate for food particles or drips. The interior and door need to be free of stuck-on food, drips, splatters and discolorations.

Refrigerator and dishwasher: Clean any stains or spills from both the interior and exterior of your dishwasher and refrigerator. You may need to remove the refrigerator shelves/drawers and clean separately.

Washer/Dryer: Check the interior and detergent/bleach reservoir for any detergent stains. Your dryer may be dusty, so clean out the interior and lint trap.

Garage, carport, storage closet and patio: Complete sweep and clean. We will need an estimate from our cleaners for any heavy stains or discoloration.

Walls: Remove all screws and nails, and carefully fill the holes with spackle. You can clean most scuffs with a melamine sponge. If spot-painting is not sufficient to restore the condition of the walls, we may need to charge you for a full repaint (prorated based on an amortized period of 3 years).

Floors: All flooring should be free of any spots, stains or fraying not noted on your move-in inspection. Please note that dirty flooring is not considered normal wear and tear. We do not recommend using your own carpet cleaning machine, which can cause damage by oversaturating the carpet and leaving detergent residue behind. An ideal option is to contact us and arrange a carpet clean with our contracted carpet cleaning provider. We'll deduct the fee from your deposit and save you the hassle.

- Clean any drawers and closets and remove all liners.
- Dust all the ceiling fixtures, including ceiling fans - they can harbor a lot of dirt.
- Clean windows, sills and blinds.
- Clean all door knobs and doors, including your front and patio doors.
- Clean all light switches and outlets.
- Replace any burned out lightbulbs.
- Vacuum the exterior of exhaust fans, air ducts and air returns if they are dusty.

We strongly suggest that you request a pre-move-out inspection and be present for the move-out inspection, which are your opportunities to review the condition of the Unit and any charges with us.

Cleaning and Repair Estimates

Please keep in mind that these are estimates only and that every case is different. If we do have to assess charges, you will be charged the actual cost of repairs; the following prices are estimates only. If we incur a higher cost for replacing an item, you will be responsible for paying the higher cost. Please note that this is not an all-inclusive list, and you may be charged for the replacement of items not on the list. Unless otherwise indicated, costs are per item.

	Unit clean	Carpet clean†	Painting by vendor	Painting by Essex
Studio	\$110-\$150	\$60-\$120	\$110-\$535	\$16-\$35/hr
1-bdrm	\$110-\$270	\$60-\$150	\$120-\$1250	\$16-\$35/hr
2-bdrm	\$120-\$310	\$70-\$200	\$170-\$1740	\$16-\$35/hr
3-bdrm	\$140-\$360	\$75-\$250	\$219-\$1975	\$16-\$35/hr

Patio Glass Door	\$150-\$800**	Haul Trash	\$16-\$35/hr	Vertical Blind Cleaning	\$30 each
Countertop Refinishing	\$200-\$500**	Window Screen	\$15-\$25	Tile	\$5-\$10
Doors	\$40-\$375	Broiler Pan Set	\$35	Towel Rack	\$10-\$20
Garage Door	\$200-\$500	Fumigation	\$50-\$100	Lightbulb	\$2-\$25
Window Glass	\$75-\$300**	Wood Floor Slats	\$10.75 sqft**	Contact Paper Removal	\$16-\$35/hr
Drip Pan Ring	\$2-\$10	Mini Blinds	\$5-\$76	Mirror	\$50-\$350
Door Lock Set	\$35-\$80	Refrigerator Shelf	\$25-\$40	Fire Extinguisher	\$50-\$75
Garage Cleaning	\$50-\$100	Shower Rod	\$5-\$20	Smoke Detector	\$35
Patio Screen	\$35-\$75	Vertical Blinds	\$25-\$60	Ceiling Fan	\$75-\$100
Key/Opener	\$25-\$100***	Ice Tray	\$2-\$10		
Light Fixture	\$75-\$100	Shower Door	\$150-\$350		

****Specialty items exceed replacement costs estimates.**

*****Refer to Access Cards, Keys, Remotes, Directories, and Lock Out Policy Addendum for details.**

General Labor/Cleaning:

General cleaning and other services will be assessed at \$16-\$35 per hour, including but not limited to labor for trash removal, washing of walls, doors, doorframes, switch plates, shelving, heat registers, removing contact paper, cork, mirrors, hooks, wallpaper and any other miscellaneous cleaning or repair services, other than that required to remedy damage caused by ordinary wear and tear.

Damages or cleaning due to smoke from any source, including cigarettes, shall not be considered normal wear and tear. If damages and cleaning are necessary due to smoke, you are responsible for charges including sealing of walls or floors and extra cleaning and painting.

Carpet and Vinyl Flooring

Carpet and vinyl flooring are expected to last for 5 years. If we determine that it is necessary to repair or replace the carpet or vinyl flooring at the end of your tenancy, other than to remedy ordinary wear and tear, you will be charged the cost of repair or replacement. Due to the inability to color match new and existing carpeting and vinyl flooring, it is often necessary to replace throughout the Unit even if stains or other defective conditions are not present in every room, and you will be responsible for payment of the cost of the entire replacement, less any depreciation.

6 months	90% of cost	30 months	50% of cost	54 months	10% of cost
12 months	80% of cost	36 months	40% of cost	60 months	0% of cost
18 months	70% of cost	42 months	30% of cost		
24 months	60% of cost	48 months	20% of cost		

Pet Damage

If we detect possible pet urine in your Unit, charges may be incurred for pet urine detection, which typically ranges from \$50-\$100 per Unit as well as subfloor sealing, which typically ranges from \$50 to \$350 depending on the size of the Unit and the areas to be sealed.

Paint

Paint is expected to last for 3 years. If we determine it is reasonably necessary to paint all or part of the rental premises at the end of your tenancy, other than to remedy ordinary wear and tear, you will be charged the cost, based upon your length of residency.

0-12 months	100% of cost	25-36 months	33% of cost
13-24 months	67% of cost	37 months	0% of cost

Acknowledgement

As stated at the outset, the policies and house rules outlined above in the Community Handbook are terms of your Lease and will be enforced as such. By signing below, you acknowledge that you have received and read the Handbook and you agree to comply with all of the policies and house rules contained within it.

NOTE: This acknowledgement becomes part of your Lease. This is a binding Legal Document. Read it carefully before signing.

RESIDENT

 Lei Guo (Resident)

 Date



Signed by Ryan Smith

Wed Apr 18 05:42:26 PM PDT 2018

Key: 9548E3ED; IP Address: 24.6.206.216

 Ryan Smith (Resident)

 Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent for Owner

By:

 Date

Print Name: Norma Jaimez Title: Community Manager Date: April 13, 2018



APARTMENT & CONDOMINIUM RECYCLING

Program Guide

For Fremont Residents



Recyclables



Garbage

BULKY GOODS DONATION

Please do not put furniture or bulky items in the garbage dumpsters. You may choose to donate your reusable items (furniture, toys, houseware, clothing, etc.) to a nonprofit organization. Look in the telephone book's "yellow pages" under *Thrift Shops* for these organizations.

ENVIRONMENTAL SERVICES DIVISION

The City of Fremont Environmental Services Division manages garbage, recycling, and storm water management programs for Fremont residents and businesses.

COOKING OIL

Fremont residents can drop off used cooking oil and grease in a sealed container FREE at the Allied Waste Services Center, 42600 Boyce Road or at the Fremont Household Hazardous Waste (HHW) Facility, 41149 Boyce Road. Operational days and hours are available in the Fremont HHW section. For more information about the residential cooking oil and grease pollution prevention program, call Union Sanitary District.

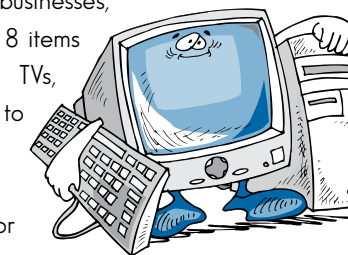
CORRUGATED CARDBOARD

Corrugated cardboard boxes should be cut or torn into pieces and placed loosely inside the blue recycling cart or recycling bin, if available. If the cardboard will not fit easily into the cart, flatten the boxes into pieces no larger than 3 feet by 3 feet and stack them between the recycling carts.



ELECTRONICS RECYCLING

Allied Waste Services "E-Cycling" Center is available to all Fremont residents at no charge. No businesses, please. Residents may bring up to 8 items (computer components, portable TVs, or plug-in stereo components) to the Center on each visit, up to 2 visits per year. The Center is open Monday - Friday, 8 a.m. - 4 p.m. for drop-offs. Bring a photo ID and a current utility bill as proof of residency.



FREMONT HOUSEHOLD HAZARDOUS WASTE (HHW) FACILITY

The Fremont HHW facility is located at the Fremont Recycling and Transfer Station and is open Wednesday - Friday 8:30 a.m. - 2:30 p.m. and on Saturdays 8:00 a.m. - 4:30 p.m. The facility operates a free drop-off for all Alameda County residents. You may drop-off products from your residence such as leftover paint, pesticides, household cleaners, automotive fluids, batteries, and fluorescent tubes. A Reuse Room is available for residents and businesses to pick up reusable HHW items for free. Household Hazardous Waste must never be placed in the garbage, recycling, or any other cart. Call for more details or visit www.household-hazwaste.org.



GARBAGE COLLECTION SERVICE

Weekly garbage and recycling collection service is mandatory for all residents (FMC 4-2200) and is handled by your property manager. Collection service is provided at least once a week. Allied Waste Services provides exclusive garbage collection service in Fremont.

HOLIDAY TREE RECYCLING

Holiday trees like all yardwaste in Alameda County is banned from the landfill and must not be placed in any garbage container. Allied Waste Services provides a box at their recycling center for residents to drop off their holiday trees free of charge or the complexes manager may order a box to be delivered to the complex for a fee. The local Boy Scout troops pick up holiday trees as a fund-raising activity, usually on the first Saturday in January.

ILLEGAL DISCHARGES/SPILLS/DUMPING

Remember, "only rain down the storm drain." If you see someone washing or dumping any hazardous material such as oil, antifreeze, chemicals, or construction wastes into a street, gutter, or storm drain, call 9-1-1 immediately and provide as much information as possible (i.e. license plate number, type of material, name of business, etc). If you see nonhazardous material being dumped near or into a storm drain such as construction debris, litter, yard trimmings, or paint during business hours, call the City of Fremont Environmental Services immediately at (510) 494-4570. If you witness other illegal dumping please call the Fremont Police Department's non-emergency number, (510) 790-6800.



For more information, call
(510) 657-3500
or visit www.alliedwasteac.com



Recyclables

Metal, glass, paper, plastics

including plastic containers #♻️ ♻️!

Cardboard Note: Cut or tear cardboard into sections no larger than 3' x 3' and place the cardboard loosely in your blue recycling cart (or lean the 3' x 3' sections next to the blue carts)



Please, NO:

- ❌ mirrors, window glass or light bulbs
- ❌ ceramic dishes or cups
- ❌ juice pouches
- ❌ garbage
- ❌ liquids
- ❌ diapers
- ❌ pet waste or cat litter
- ❌ dirt or yardwaste
- ❌ plastic-coated paper products (plates or cups)
- ❌ Styrofoam
- ❌ loose plastic bags (place bags into a bag)

LESS TOXIC HOUSEHOLD PRODUCTS

Reduce the amount of chemicals you use in and around your home to create a safer, cleaner, environment for your family and pets. For information on less toxic cleaners, garden and pest control products, contact the City of Fremont Environmental Services Division or visit Our Water Our World's website at www.ourwaterourworld.org.

NEW! MEDICAL SHARPS

If you generate needles or other medical sharps at your residence, these must be properly disposed of. State law prohibits disposing of medical sharps into any garbage or recycling container. To dispose of these items safely, medical sharps must be placed into a sharps container, and either disposed of using an approved mail-back program, or taken to the Fremont Household Hazardous Waste Facility. For more information call the City of Fremont Environmental Services Division.



RECYCLING COLLECTION SERVICE

Apartment and condominium residents can place selected metals, plastics# ♻️ ♻️ (except Styrofoam), glass, and paper in the blue carts for weekly collection. Call Allied Waste Services or visit their website for details. All recyclables must be in recycling carts or bins. If your recyclables won't fit into the containers available, please notify your property manager. There is no additional charge for extra recycling containers.

RECYCLING RESOURCES

For tips on recycling unusual materials not included in the residential collection program, consult the Alameda County Recycling Guide at www.stopwaste.org or call the Alameda County Recycling Hotline. A list of local California Redemption Value (CRV) Centers for recycling bottles and cans is available at www.bottlesandcans.com or call 800-RECYCLE for a list of centers near you.

STORMWATER POLLUTION PREVENTION PROGRAM

The City of Fremont Environmental Services Division can provide information on the best way to handle pollutants such as lawn chemicals, grass clippings, soapy water, pesticides, auto fluids, and pet waste. The Stormwater Pollution Prevention Program provides education and information on how to meet federal, state, and regional regulations for preventing water pollution and reducing urban runoff. The National Pollutant Discharge Elimination System (NPDES) permit governs activities such as industrial and commercial businesses, construction sites, pesticide applications and illegal dumping.

USED MOTOR OIL

For residents who do not have curbside garbage and recycling collection, there are several locations in Fremont where residents can recycle used motor oil and filters. Residents may drop off their used motor oil and filters at the Fremont HHW Facility or Certified Collection Centers (accepts used oil only) which pay 16 cents per gallon. Visit www.fremont.gov/Environment for drop off center locations or call the City of Fremont Environmental Services Division for details.

Garbage

Non-recyclables: trash, food scraps, food-soiled paper



Please, NO:

- ❌ rocks
- ❌ dirt
- ❌ concrete
- ❌ sand
- ❌ household hazardous waste
- ❌ yardwaste

IMPORTANT PHONE NUMBERS AND WEBSITES

Allied Waste Services

- Customer Service.....(510) 657-3500
- Website.....www.alliedwasteac.com

Fremont Household Hazardous Waste.....(800) 606-6606

- Website.....www.household-hazwaste.org

Stopwaste.org.....(510) 891-6500

- Home Composting "Rotline".....(510) 444-SOIL
- Recycling Hotline.....(877) STOPWASTE
- Recycling Website.....www.stopwaste.org

Alameda County Water District.....(510) 668-4299

Alameda County Environmental Health Dept ... (510) 567-6700

California Department of Conservation.....(800) RECYCLE

- Website.....www.bottlesandcans.com

City of Fremont

- Environmental Services Division.....(510) 494-4570
- Environmental Services Website.....www.fremont.gov/Environment
- Community Preservation.....(510) 494-4430

Police Department (non emergency).....(510) 790-6800

Fremont Recycling & Transfer Station.....(510) 252-0500

Union Sanitary District.....(510) 477-7500

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