



LEASE CONTRACT

CERTIFIED LEASE CALIFORNIA

PARTIES AND LEASED PREMISES

Owner GrandMarc at University Village	Address 3549 Iowa Ave, Riverside, CA 92507	Phone (951) 788-5800
Resident Sri Adaitya Devaguptapu	Address 5514 Ryland Ave, Temple City, CA 91780 - US	Phone (626) 747-5873
Email Address srilikestoscience@gmail.com		
Unit 4x4 Upgraded	Floorplan 4 Bed / 4 Bath Premium	
Street Address 3549 Iowa Ave	City Riverside	State CA
	ZIP 92507	County Riverside

LEASE TERM

Type <input checked="" type="checkbox"/> Move-In <input type="checkbox"/> Renewal	Period Twelve (12) Installments	Start Date 9/15/2022	End Date 8/27/2023	Date Signed September 9, 2022
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RENT

Payable To GrandMarc at University Village	Address 3549 Iowa Ave, Riverside, CA 92507	Phone (951) 788-5800
Office Hours Mon. - Thurs. 9am - 6pm ; Friday 9am - 5pm; Saturday 9am 4 pm; Sunday Closed	Due On 1st	Late On 4th
	Fax () -	

CHARGES

Dishonored Payment (after 1st)	\$50.00	Unauthorized Occupant	\$250.00	Administrative Billing Charge	\$60.00
Unauthorized Animal	\$500.00	Holdover Charge	\$500.00	Termination Charge	\$968.11
Late Payment	\$75.00	Dishonored Payment	\$50.00	Utility Late Payment	\$75.00
Transfer Charge	\$350.00				

INSTALLMENT PAYMENTS

Rent	\$1,099.00
Green Service Fee	\$10.00
Rent Plus	\$6.95
Trash Valet	\$10.00
Landlord Liability Insurance	\$13.00
TOTAL INSTALLMENT	\$1,138.95

DEPOSITS

Security Deposit	\$300.00
TOTAL SECURITY DEPOSIT	\$300.00

FEES

Application Fee	\$60.00
TOTAL ONE-TIME FEES	\$60.00

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement" or "Lease") is made and entered into as of the **9th** day of **September, 2022**, by and between Owner of Residential Community ("Owner") and **Sri Adaitya Devaguptapu** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **3549 Iowa Ave, Riverside, CA 92507** (the "Leased Premises"), located within **GrandMarc** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose, except as specifically mandated by applicable law. The Leased Premises may also include the right to rent additional features such as parking spaces, storage and garage spaces, which, if applicable, will be designated and included in a separate written agreement or addendum to this Agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements may be included with and attached to this Agreement, but such third party will not have a right to possession of the Leased Premises. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder, but are not personally responsible for any of Owner's obligations under this Agreement.

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same

apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the joint right to use and occupy the Leased Premises's applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

1. OCCUPANCY OF THE LEASED PREMISES. No other persons have permission to occupy the Leased Premises unless such permission is in writing and signed by Owner or its authorized agent. Owner's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Residents named above and shall not constitute permission for the person making the payment to occupy the Leased Premises. Should any person not named above make any claim to right of possession of the Leased Premises, any such person shall be deemed to be the guest of the named Residents and their claim to right of possession shall be denied. Any person who is not named above as a Resident and/or who is not a signatory to this Agreement shall be deemed to be guests of the named Residents, who are signatories to this Agreement. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Leased Premises, and if any such individual thereafter makes a claim to right of possession of the Leased Premises, that claim shall be denied on the basis that said individual is the guest of the named Residents and does not have an independent claim to right of possession of the Leased Premises. It is a material breach of this Agreement if any person other than the Residents named above to occupy the Leased Premises for more than **three (3)** consecutive days or **three (3)** total days in any **one (1)** month period, and shall entitle Owner to serve Residents with a notice terminating the tenancy, in addition to any other remedies Owner may have.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. To the greatest extent allowed by law, any assignment or subletting without Owner's prior written consent shall be void and shall, at Owner's sole discretion, terminate this Agreement.

1.1. Availability and Room Assignment. To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

1.2. Relocation. In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with **four (4)** days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

1.3. Transfers. Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of **\$350.00**, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within **zero (0)** days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

2. TERM. This Agreement shall be for a fixed lease term of **twelve (12)** installments, beginning on **September 15, 2022** and ending at **10:00am**, on **August 27, 2023** ("Term").

2.1. Renewal. This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Lease Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

2.2. Move-Out Notices and Procedures. Prior to moving out, Residents are required to provide Owner with

advance written notice of at least **sixty (60) days**. The move-out notice must comply with all applicable notice provisions of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement or a different notice period is required by law. Verbal move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due.

- 3. SECURITY DEPOSIT.** Residents have deposited with Owner the sum of **\$300.00**, the receipt of which is hereby acknowledged as a security deposit and which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims above the amount of the security deposit. Owner shall not be obligated to pay Residents interest in connection with such security deposit, unless specifically required by applicable law.

It is understood that the security deposit is applicable to all Residents jointly, and Owner does not account for it until the passing of the permissible statutory period after all Residents have vacated the Leased Premises. Any refund due may 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 said security deposit. If Owner chooses to make the refund to any one of the Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Leased Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Owner shall have no liability to any one or group of Residents for failure of any Resident to divide such refund equitably.

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 Owner in accordance with this section at the end of the statutory period following the end of Residents' 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.

- 4. RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$13,667.40**. Rent will be paid in installments of **\$1,138.95** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. September 1, 2022	\$1,138.95
2. October 1, 2022	\$1,138.95
3. November 1, 2022	\$1,138.95
4. December 1, 2022	\$1,138.95
5. January 1, 2023	\$1,138.95
6. February 1, 2023	\$1,138.95
7. March 1, 2023	\$1,138.95
8. April 1, 2023	\$1,138.95
9. May 1, 2023	\$1,138.95
10. June 1, 2023	\$1,138.95
11. July 1, 2023	\$1,138.95
12. August 1, 2023	\$1,138.95

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of **online payment, debit, personal check or certified check**. Cash will not be accepted. Rent and all other sums due to Owner will be payable to **GrandMarc at University Village, 3549 Iowa Ave, Riverside, CA 92507, (951) 788-5800**. The usual days and hours when payments may be made personally are: **3549 Iowa Ave Riverside, CA 92507**. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience – the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **4th** day of the month, payment must be in the form of **certified check, personal**

check, or money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of **certified check, personal check, or money order.**

If Residents make any payment by check, it may be converted into an electronic funds transfer (EFT). This means Owner will copy the check and use the account information on it to electronically debit Residents' account for the amount of the check. The debit from Residents' account will usually occur within twenty-four (24) hours, and may occur as early as the same day as Owner receives payment. The debit will be shown on Residents' regular account statement. Residents will not receive the original check back. Owner will destroy the 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, Residents authorize Owner to process the copy in place of the original check. If the EFT cannot be completed because of insufficient funds, Owner may require payment in certified funds.

4.1. First Payment. If Residents fail to pay the first month's rent or first installment of rent on or before the date this Agreement begins, Owner may terminate this Agreement and recover damages including, but not limited to, future rents (less any mitigation) and other lawful charges.

4.2. Online Payments. Residents are permitted to make rent payments via an online web-based service. Payment of rent online, while such service is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such service is used is Residents', and not Owner's, risk. Furthermore, Residents hereby agree not to chargeback any rent payments made by credit card, debit card, EFT, ACH or any other electronic means to Owner. Owner and Residents agree that when Residents' chargeback rent payments in such a manner, the actual cost to Owner is difficult or impossible to ascertain, but the Parties agree that Owner does, in the event of such chargebacks, incur certain costs, such as additional bookkeeping and administrative charges, and bank charges relating to the chargeback. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, which the Parties agree is difficult or impossible to ascertain, the Parties agree that, any time Residents chargeback a payment made by electronic means, Residents shall pay Owner a sum of **\$50.00** for the chargeback, as stipulated liquidated damages, as both Residents and Owner hereby agree that the amount of damages Owner will be forced to endure in the event of such a chargeback. In the event of such a chargeback, Residents shall pay the rent, liquidated damages and any other applicable charges and fees then due by **certified check, personal check, or money order.** If **two (2)** or more payments submitted by Residents are charged back in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **certified check, personal check, or money order.** Owner shall not require any form of electronic funds transfer to be the only form of payment.

5. LATE PAYMENTS AND FEES. Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, but the Parties agree that Owner does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, and lost opportunity costs of the late payment. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, the Parties agree that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

5.1. Late Payments. If Residents have not paid the full rent payment within **3** day(s) after it is due under this Agreement, Residents shall pay a sum of **\$75.00**, as stipulated liquidated damages for the amount of damages Owner will be forced to endure in the event of rent being paid late.

5.2. Dishonored Payments. Residents shall pay Owner a sum of **\$50.00** for the first returned payment and a sum of **\$50.00** for any additional returned payments, as stipulated liquidated damages, as both Residents and Owner hereby agree that the amount of damages Owner will be forced to endure in the event of such returned payments. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **certified check, personal check, or money order.** If **two (2)** or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **certified check, personal check, or money order** plus any and all costs required in the collection of said payments.

6. PAYMENTS. Owner is not obligated to accept partial payments of rent or other charges after they are due. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner may first apply payments received to any unpaid amounts other than rent, and/or Owner may apply payments received to the oldest amounts due from Residents before applying any payments to current amounts due, all irrespective of any written or verbal

requests by Residents or when the charges may have accrued. To the extent that payments are made by Residents that Owner first applies to prior to Residents' prior amounts due, and the payments are not in amount to also cover Residents' current amounts due, Residents are advised and acknowledge that such a shortfall in the amounts paid can be subject to the provisions regarding late payments as specified above.

6.1. Third-Party Payments. Owner or Owner's agent is not required to accept the rent payment tendered by a third party unless the third party has provided to Owner or Owner's agent a signed acknowledgment stating that they are not currently a resident of the Leased Premises for which the rent payment is being made and that acceptance of the rent payment does not create a new tenancy with the third party. Failure by a third party to provide the signed acknowledgment to Owner or Owner's agent shall void the obligation of Owner or Owner's agent to accept Residents' rent tendered by a third party. Owner may provide a form acknowledgment to be used by third parties for such payments and Owner will accept an acknowledgment which is substantially similar to the acknowledgment provided for by California Civil Code Section 1947.3. Owner or Owner's agent may require a signed acknowledgment for each rent payment made by the third party.

7. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS. Residents acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules with a thirty (30) day notice, and Residents agree to abide by such. Owner and Residents agree that failure to comply with the Rules shall be deemed a material breach of this Agreement.

Residents further agree to comply with all signs posted by Owner in and around the common areas of the Residential Community including, but not limited to, parking areas and amenity areas. Owner may revoke the privilege of using any amenity by any Resident or guest at the Residential Community if such persons fail to abide by posted signs or Rules relating to the amenity area and Residents shall not be entitled to any rent reduction or offset if the loss of amenity privileges is the result of the conduct of Residents or of Residents' guests.

7.1. Compliance with Applicable Laws and Responsibility for Fines. Residents shall not put the Leased Premises, or any common areas associated therewith or the Residential Community to any use that violates local zoning ordinances or any other law applicable to and about the Leased Premises. Residents are responsible for being familiar with all such laws and government guidance governing Residents' conduct in the Leased Premises and the Residential Community, including, but not limited to laws, orders, and guidelines regarding "Spare the Air" limitations, social-distancing requirements, water conservation orders, noisy/unruly gatherings and social host responsibilities. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or Residents' guests.

7.2. Conduct of Residents. Residents agree not to harass, assault, annoy, victimize, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any guests, licensees or invitees while they are at the Residential Community. Residents further agree not to harass, verbally abuse, assault, denigrate or otherwise disrespect Owner, Owner's employees, agents and/or contractors or interfere with their lawful access to the Leased Premises and related common areas, or otherwise interfere with Owner's business operations. Owner and Residents agree that failure to abide by this policy can constitute a non-curable breach of this Agreement and may result in its termination.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, Owner and Residents agree will be considered to be a breach of this Agreement. These include, but are not limited to: the use, possession or sale of illegal drugs or controlled substances; operating drones, with cameras or other photograph or video capability, or any other flying remote-controlled device with such capabilities in any common areas of the Residential Community; lighting fireworks, smoke bombs, firecrackers, flares, sparklers, or any other noise, smoke, flame or spark-creating item or novelty in or about the Leased Premises or the Residential Community; the carrying or exhibiting of firearms on the Residential Community; violating this Agreement, the Rules, or fire, safety, health, or criminal laws and regulations; being convicted for an offense involving actual or potential physical harm to a person or property, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia, including a misdemeanor, occurring at the Residential Community. These acts are prohibited and good cause for terminating this Agreement. The carrying or exhibiting of firearms may be permitted with written consent of Owner if doing so is required by law or job necessity.

8. REPLACEMENTS AND SUBLETTING. Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to

possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

8.1. Assignment by Owner. Owner may transfer or encumber Owner's interest in the Residential Community or the Leased Premises at any time during this tenancy. After Owner transfers their interest to the transferee, Residents must look solely to Owner's transferee for performance of Owner's obligations relating to the period after the transfer, including the accounting and/or return of any security deposit. Residents' obligations under this Agreement will not be affected by any transfer of Owner's interest in the Residential Community or the Leased Premises. Residents' rights in the Leased Premises are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Residential Community, Residents agree to recognize the purchaser as the owner under this Agreement if Residents are requested to do so.

8.2. Short Term Rentals. Residents are prohibited from engaging in short term rental activity or offering all or part of the Leased Premises for short-term rental, such as through AirBNB, VRBO, Couchsurfing, Craigslist, or other such sites. Engaging in short-term rental activity includes advertising and any and all other activities involved in locating short-term renters and/or disseminating information of, and regarding, the possible availability of the Residential Community or Leased Premises for any apartment or dwelling for rental by short-term or transient occupants on sites such as Expedia, Priceline, hotels.com, booking.com, AirBNB or other similar locator websites, or web-based, electronic media, or private websites for individuals or companies. Any person who is not a Resident or a co-resident, who occupies any portion of the Leased Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or barter of other goods, services, or property occupancy rights) is not a guest. This constitutes attempted subletting or assignment under this Agreement.

9. USE OF LEASED PREMISES AND COMMON AREAS. Residents shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Residents shall not store or leave about any unattended personal property in any common area associated with the Leased Premises at any time without the express written consent of Owner or Owner's authorized agents. Residents agree to not do anything directly or indirectly in or about the Leased Premises that would otherwise cause any of Owner's insurance premiums to increase or insurance policies to be canceled. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) Businesses allowed in a home by State statute will be permitted to the extent mandated by applicable law with proper licensing and notification provided to Owner in advance of the operation of the business; and 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any Rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives. Owner and Residents agree that any violation of these provisions shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with notice to cure said breach and/or terminating the tenancy depending upon the severity of said breach.

10. LEASED PREMISES AND FURNISHINGS. Residents acknowledge that, prior to taking possession, Residents have been given the opportunity to inspect the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to or on the starting date of this Agreement. Each new Resident has confirmed in writing the condition of the Leased Premises on the Move-in/Move-out inspection form. This form is designed to record the condition of the Leased Premises at the time of move-in and to help determine the final disposition of the security deposit after terminating residency. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat, clean and sanitary condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic written notification to Owner any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner

for any sums incurred by Owner to repair the Leased Premises or any item, fixture, plumbing, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests.

10.1. Smoke Detectors. Residents acknowledge that the Leased Premises is equipped with operable smoke detector(s). Residents agree not to interfere with the presence or operability of such smoke detectors and to report immediately to Owner, in writing, any defects in the condition of any smoke detectors. Residents further agree that, if the smoke detector(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Residents assumes responsibility to: 1) ensure the battery is in operating condition at all times; and 2) replace the battery as needed. Under no circumstances shall Residents remove the battery of a smoke detector without immediately replacing the battery with a new one.

10.2. Carbon-Monoxide Devices. If a carbon-monoxide device has been installed within the Leased Premises, Residents acknowledge that the carbon-monoxide device was operable at the time Residents took possession of the Leased Premises. Residents are responsible for notifying Owner if Residents becomes aware of an inoperable or deficient carbon-monoxide device within the Leased Premises. Owner shall correct any reported deficiencies or inoperabilities in the carbon-monoxide device. Residents agree not to interfere with the presence or operability of any carbon-monoxide device. Residents further agree 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, Residents assumes responsibility to: 1) ensure the battery is in operating condition at all times; and 2) replace the battery as needed. Under no circumstances shall Residents remove the battery of a carbon-monoxide device without immediately replacing the battery with a new one.

10.3. Sprinklers. If the Leased Premises is equipped with fire sprinklers, Residents agree not to interfere with their operation in any way. The following actions are prohibited: throwing items at the sprinklers, hanging items on the sprinklers, blocking areas around sprinklers and tapping into or otherwise blocking water lines to sprinklers. Residents shall immediately report to Owner any broken or damaged sprinklers in the Leased Premises.

11. UTILITIES. Unless the following is modified by a separate addendum to this Agreement, Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: ☒ **Water** ☒ **Sewer** ☒ **Trash** ☒ **Gas** ☒ **Cable** ☒ **Internet**. Residents agree to pay all charges (including utility deposits) for utilities not supplied by Owner, assessed by the utility provider or Owner, or Owner's designated Billing Party in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. During the term or any renewal period of this Agreement, Residents shall not allow utilities to be disconnected - and shall pay all utility bills on time. Residents shall not waste utilities supplied by Owner. Residents shall properly use all electrical, gas and plumbing fixtures and appliances. Residents shall not install or operate any additional equipment or appliance including but not limited to additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: ☒ **Electricity**.

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

Without waiving any rights with respect to application of payments set forth in Section 6 above, Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the Due Date of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement.

11.4. Connecting Utilities. If a utility is individually metered, it must be connected in Residents' names and Residents must notify the utility provider of Residents' move-out date so the meter can be timely read. If Residents delay getting it turned on in Residents' name by lease commencement or cause it to be transferred back into Owner's name before Residents surrender or abandon the Leased Premises, Residents will be liable for the actual or estimated cost of the utilities used while the utility should have been connected in Residents' names. Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents fail to connect utilities in their name at the inception of the tenancy or return the utilities into Owner's name after Residents surrender possession, but the Parties agree that Owner does, in the event of such delay, incur certain costs, such as

additional bookkeeping and administrative time addressing and accounting for the breach. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, the Parties agree that the above liquidated damage charges represent a reasonable approximation of the damages Owner is likely to suffer from Resident failing to fail to connect utilities in their name at the inception of the tenancy or return the utilities into Owner's name after Residents surrender possession. If Residents are in an area open to competition and the Leased Premises is individually metered, Residents may choose or change Residents' retail electric provider at any time. If Residents qualify, Residents' provider will be the same as Owner's, unless Residents choose a different provider. If Residents choose or change Residents' provider, Residents' must give Owner written notice. Residents must pay all applicable provider fees, including any fees to change service back into Owner's name after Residents move out.

- 12. DAMAGES, ALTERATIONS, AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages, other than ordinary wear and tear, caused by Residents or Residents' guests. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner, or as expressly allowed by law. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock. Residents further agree not to install any cameras, including doorbell cameras, which must be affixed to an area outside the Leased Premises.

EXCEPT IN CASES OF EMERGENCIES, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC WRITTEN FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from Residents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or safety issues in the Leased Premises or at the Residential Community. In the event of active criminal activity, Residents should first call 9-1-1 and then notify Owner when it is safe for Residents to do so. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

- 13. RISK OF LOSS OF RESIDENTS' PROPERTY.** Residents are required to purchase and maintain personal liability insurance for the Term and any renewal periods. Failure to purchase and maintain personal liability insurance is a material breach of this Agreement. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere on the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages to Residents' personal property sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, pandemic, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.

- 14. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **5** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Leased Premises or the Residential Community should contact Owner, before bringing the animal into the Residential Community, and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.

- 15. HOLD HARMLESS FOR GUESTS.** Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' guests or any other person in the Leased Premises. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from Owner, Residents shall defend

the same at Residents expense by counsel reasonably satisfactory to Owner.

16. DELIVERY OF LEASED PREMISES. If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.

17. RESPONSIBILITIES OF OWNER. Owner will act with customary diligence in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject to payment of damages for which Residents are liable.

17.1. Safety Concerns. Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of themselves, their guests and their personal property as if such systems and deterrents did not exist.

17.2. Surveillance Cameras. Owner may install surveillance cameras in some of the common areas of the Residential Community. These cameras may or may not be monitored and the footage recorded by these cameras, if any, may or may not be kept by Owner for any length of time. Owner may remove such cameras, or install additional cameras, or cease recording with the cameras, at any time without notice to Residents. Footage from any cameras belongs to Owner and shall not be released to any resident although such footage may be released to law enforcement personnel, insurance adjusters or others with legitimate business needs for such footage in the sole discretion of Owner and without the consent of any individuals recorded by such footage.

17.3. Background Checks. Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information that is publicly available, which varies greatly from County to County, information that can be positively associated with a particular person based upon limited available identifiers in the public record, and information that is actually reviewed, and therefore are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

17.4. Report of Criminal Activity. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request. If Residents receive a copy of any law enforcement agency's incident report for an incident that occurred on the Residential Community and said incident impacted the Leased Premises, the Residential Community or other residents at the Residential Community, Residents shall provide a copy of said incident report to Owner upon request.

18. ACCESS. Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to install, repair, test or maintain carbon monoxide detectors or smoke detectors; 8) to install, repair, test, or maintain water-conserving plumbing fixtures; or 9) under any other circumstances permitted by state law, including but not limited to Civil Code Sections 1954, 1954.211, 1950.5, 1940.10, 1940.5, and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Agreement. Owner will give Residents reasonable notice to enter the Leased Premises unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) Residents consent to the entry. **TWENTY-FOUR (24)** hours' notice shall be presumed reasonable, although Residents acknowledge that a shorter tie period may also be reasonable under some circumstances. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or iii) Residents consent, at the time of an entry that is not during normal business hours, to the entry. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be a material breach of this Agreement, which shall entitle Owner to serve Residents with a notice terminating this Agreement.



19. TERMINATION, DEFAULT, AND REMEDIES. Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. This Agreement shall be deemed terminated upon written notice of termination by Owner to Residents to the extent permitted by applicable law. No other action by Owner shall constitute termination of this Agreement, including, but not limited to: a) efforts to rent out the Leased Premises by Owner or on Owner's behalf; b) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement where such withholding is allowed by applicable law; c) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or d) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement.

In the event of a breach by Residents, if required by applicable law, Owner will provide to Residents written notice of the breach and demands for cure. In such cases, Owner may terminate this Agreement if a cure is not possible or if Residents do not cure the breach within the time period provided by the notice or state law. Owner has no obligation to provide Residents with an opportunity to cure except to the extent as required by applicable law.

Owner shall have the remedies set forth in California Civil Code Section 1951.2, including, but not limited to: 1) the worth at the time of award of the unpaid rent which had been earned at the time of termination; 2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Residents prove could have been reasonably avoided; 3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Residents prove could be reasonably avoided; and 4) any other amount necessary to compensate Owner for all the detriment proximately caused by Residents' failure to perform their obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

Residents and/or any occupants, invitees, or guests shall not hold over beyond the date contained in Residents' move-out notice or Owner's notice to vacate. In the event of a holdover by Residents, any occupants, or guests, then, in addition to all other damages to which Owner shall be entitled under applicable law and this Agreement, Residents shall be liable to Owner for all rent for the full term of the previously signed Residential Lease Contract of a new resident who can't occupy because of the holdover (subject to Owner's duty to mitigate damages).

20. CLEANING. Residents are required to return the Premises to the same level of cleanliness it was in at the inception of the tenancy which will generally require Residents to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move out and cleaning instructions provided by Owner. If Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses.

21. RESIDENTS' PERSONAL PROPERTY. Residents shall remove all personal property from the Leased Premises when vacating the Leased Premises. If personal property is left in the Leased Premises, Owner shall deem it abandoned property and dispose of it in accordance with applicable law and recover costs of doing so from Residents to the greatest extent permitted by applicable law.

22. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement for any reason during the Term or any renewal periods.

22.1. Military Personnel Release. The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. servicemembers, as defined in the SCRA, who entered into certain real property leases. The SCRA allows for early termination of this Agreement in the following instances: a) the servicemember entered into this Agreement before entry into active military service; b) the servicemember entered into this Agreement while on active duty and then received permanent change of station orders; c) the servicemember entered into this Agreement while on active duty and then received orders to deploy for a period of not less than ninety (90) days; d) the servicemember executed this Agreement upon receipt of military orders for a permanent change of station or to deploy for a period of not less than ninety (90) days and thereafter receives a stop movement order for a period of not less than thirty (30) days which prevents the servicemen or the servicemember's dependents from occupying the Leased Premises; e) the servicemember incurs a catastrophic injury or illness during a period of military service or while performing covered service as defined in the SCRA and desires to terminate within one (1) year of the injury or illness; or the spouse or dependent of the servicemember desires to terminate the lease within one (1) year of the death of the servicemember while in military service, full time active Guard or Reserve duty or inactive-duty training.

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30)

days after the next date that rental payment is due if this Agreement is being terminated for entrance into military service, permanent change of station, or deployment. For any other reason for termination under the SCRA, this Agreement will terminate the last day of the month following the month in which the notice is delivered. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

23. PESTS AND PEST CONTROL.

23.1. Contract for Pest Control Services. The Leased Premises and the Residential Community may be covered by a contract for regular pest control service. If so, 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.

23.2. No Signs of Infestation. Owner and Residents have inspected the Leased Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Leased Premises. Residents agree to inspect all personal belongings for signs of bed bugs and other insects or vermin prior to bringing personal belongings into the Leased Premises and further agree not to bring into the Leased Premises any belongings which Residents suspect may be infested with bed bugs, insects or other vermin.

23.3. Infestations. Residents agrees to maintain the Leased 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. Residents further agrees to report any signs of bedbugs, ants, fleas, roaches, or other insects or vermin immediately to Owner. If Residents allow individuals or items carrying bed bugs, fleas, roaches or other insects or vermin into the Leased Premises, or has an infestation that cannot be traced to another source, such infestation will be deemed damage to the Leased Premises and Residents will be responsible for all costs of treatment to the Leased Premises, their personal belongings and surrounding units as necessary to eradicate the infestation. The choice of treatment shall be at the discretion of Owner in consultation with Owner's pest control vendor.

23.4. Cooperation. Residents agrees to cooperate with all pest control efforts at and within the Leased Premises and the Residential Community. Residents shall follow all instructions from Owner and Owner's pest control company with respect to treatment and eradication whether infestation is in the Leased Premises, another unit or elsewhere in the Residential Community.

24. INFORMATION ABOUT BEDBUGS.

Pursuant to California Civil Code Section 1954.603, Owner 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 of suspected infestation to Owner:

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.

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.

Survival: Bed bugs can survive for months without feeding.

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.

Common Signs and Symptoms of a Possible Bed Bug Infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- 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.

More Information: For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

24.5. Reporting Infestations. Residents are required to report, in writing, any suspected infestations to Owner immediately after discovery. Residents 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 Leased Premises or seeing any



feces or other detritus relating to insects.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the 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; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

25.2. Satellite Dishes and Antennas. The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof.

25.3. Attorney's Fees. In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising hereunder, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorney's fees, incurred in such litigation. In the event any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An eviction or unlawful detainer action shall be considered an action relating to this Agreement and thus subject to this provision.

25.4. Sale of Leased Premises. In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.


25.5. Fair Housing. Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, or family status.

25.6. Notices. A notice served by Owner to Residents shall be deemed to be properly served if the service complies with Code of Civil Procedure Section 1162 (even if Residents do not actually receive the notice). If Residents receive a notice sent by Owner, the actual receipt of the notice shall cure any defects in the service and such notice shall be deemed to have been properly served-regardless if Owner failed to meet all of the requirements set forth in Code of Civil Procedure Section 1162. Service of any Resident of the Lease Premises shall be deemed as valid service upon on Residents. Unless otherwise required by law, Owner is not required to serve each Resident individually unless specifically required by law.

25.7. Megan's Law Database Notice. Pursuant to Section 290.46 of the Penal Code, information about 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.

25.8. Proposition 65. WARNING: **Building materials such as insulation, pressed wood materials, finishes, or adhesives** in this Residential Community can expose you to chemicals including formaldehyde, which is known to the State of California to cause cancer. **Exhaust fumes on roadways and in parking areas** in this Residential Community can expose you to chemicals including carbon-monoxide, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

25.9. Information on Dampness and Mold. Residents acknowledge receipt of the Information on Dampness and Mold booklet by the provisions of this Agreement. [See RPI Form 550 and Form 55 1 §6.3(a)]

Initial: 

25.10. Estoppel Certificate. Residents agree to sign and deliver to Owner an estoppel certificate, in a form provided by Owner, within **ten (10)** days of receipt. The estoppel certificate acknowledges that: 1) this Agreement is in full force and effect and is unmodified (except as specifically set forth); and 2) Residents have no claims against Owner (except as specifically set forth). Failure to comply with this requirement shall be deemed to be an acknowledgment by Residents that the facts set forth in the estoppel certificate are true, and may be relied on by a purchaser or lender.

25.11. Negative Credit Report Notice. As provided under California Civil Code Section 1785.26, Residents are notified that a negative credit report which negatively affects your credit record may be submitted by Owner to credit reporting agencies in the event Residents fail to perform all of their responsibilities under this Agreement. As set forth in the data privacy policy ("Privacy Policy") identified at the time of application, Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency with or without a warrant. For additional information, please refer to the Privacy Policy.

25.12. At the time this Agreement was signed, Owner offered Residents, in writing, the option of having Residents' rental payment information reported to at least one nationwide consumer reporting agency. Owner will make this offer again at least once annually so long as Residents remain in possession of the Leased Premises. Residents are notified that per the preceding paragraph their performance as tenants of this Residential Community may be reported to credit reporting agencies regardless of whether Residents accept Owner's offer.

25.13. Political Signs. A "political sign" is one that relates to any of the following: a) an election or legislative vote, including an election of a candidate to public office; b) the initiative, referendum, or recall process; and c) issues that are before a public commission, public board, or elected local body for a vote. Resident(s) may only post political signs in the window or door of the Premises in accordance with the provisions of this Agreement. The signs may not be: a) more than six (6) square feet in size; b) posted or displayed in violation of any local, state, or federal law; or c) posted or displayed in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6. Residents may not install or allow a political sign to be installed in a manner that causes any damage to or alteration of the Leased Premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes.

Residents shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the Leased Premises is located. Residents shall be solely responsible for any violation of a local ordinance. If no local ordinance exists, or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted no earlier than ninety (90) days prior to the date of the election or vote to which the sign relates and must be removed within fifteen (15) days following the date of the election or vote. Residents are strictly liable for any damages or injury incurred as a result of such installation, and for the cost of repairs or repainting that may be reasonably necessary to restore the Leased Premises to its condition prior to the posting of the political sign(s).

25.14. Special Provisions. **Amendment to Lease: The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. You must surrender possession of your Bedroom by 10:00a.m. on the Ending Date. You may be given the opportunity to sign a renewal lease for the next year during the Lease term and remain in your current Bedroom. However, if you do not sign a renewal lease, your Bedroom will be placed on our "available" list and may be leased to another applicant. Once the Bedroom has been leased to another applicant, you WILL NOT be able to sign a renewal lease for your Bedroom.**

25.15. Special Provisions. **Amendment to Lease: In addition to the hold over rent cost all of our actual damages incurred (including rescheduling contractors and other vendors), and damages of the person who could not move in because of your holdover.**

25.16. Special Provisions. **Amendment to Lease: Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be and liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. If we have given prior notice of entry, and you refuse, you will be in violation of your Lease contract and will incur any charges associated with rescheduling. You also agree to furnish all alarm codes to the Manager in order to disarm the intrusion alarm upon installation and/or activation, and agree to pay for all**

associated false alarm fees if the codes are not provided. Any additional entry locks (including additional deadbolts, sliding chain locks, hinge locks, etc.) are prohibited without prior written authorization from the Manager.

26. NON-DISCRIMINATION. There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, handicap, disability, citizenship status, immigration status, primary language spoken, veteran or military status, or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall Owner or any person claiming under or through Owner, 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 of the Leased Premises.

27. REQUESTS FOR ACCOMMODATIONS OR MODIFICATIONS. A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations and reasonable modifications to the extent necessary to provide the disabled person with an opportunity to use and occupy the Leased Premises in a manner equal to that of a non-disabled person. If Residents believe Residents or a member of Residents' household requires an accommodation or modification as a result of a disability, Residents should contact Owner to begin the interactive process.

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

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

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

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

Additional Community Policies	Liability Insurance Addendum - Student Housing
Animal Addendum	Move-In/Move-Out Inspection Form
Assignment Addendum	Per-Person Rental Addendum
Bedbug Addendum	Resident Contact Information
Community Policies	Rules and Regulations Addendum
Community Policies (Additional)	Security Guidelines Addendum - Student Housing
Key Release Addendum	Smoke-Free Addendum
Lease Addendum 2	Utility Addendum

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

29.1. Electronic Signatures. The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

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



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 06:40:40 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date



ADDENDUM TO LEASE

This Addendum (this "Addendum") dated **September 9, 2022**, is part of the Residential Lease Contract (the "Lease Contract") between **GrandMarc at University Village** ("Owner") and **Sri Adaitya Devaguptapu** ("Resident") for a bedroom or bed space located at **3549 Iowa Ave, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Community").

THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.

Damages 1.0: For any damage or repairs due to negligence by you, your guests or any other persons under your control or invitation, we can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice. You will be held in violation of this Lease, and will be financially responsible for the cost of replacement or repairs, because of negligent or careless use of the Premises or any part of the Apartment Community including without limitation: damage from waste water stoppages caused by foreign or improper objects in lines serving your Apartment, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open, and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be applied as a credit; if your prepayment was less than the cost incurred, you will pay us the remainder of the amount due upon our demand. Your obligations to pay the charges described in this paragraph will remain due even after the ending of this Lease. In addition to the foregoing, you will be responsible for any vandalism or property damage anywhere in the Apartment Community which is due to a violation of this Lease or Apartment Community rules, negligence, abuse, misuse or other conduct by you or by your guests.

Damages 1.1: We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Disruption of internet or cable television services does not constitute an emergency, nor will Rent abate in whole or part. Owner is not liable for damages resulting from interruption of services, and any interruption does not constitute a breach of contract on Owner's part.

We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises due to repairs, alterations or improvements to the Premises, the Apartment, the building or the Apartment Community. If you request any repairs, they will be done during our usual maintenance working hours.

Damages 1.2: Emergency maintenance requests include but are not limited to the following:

No hot water or running water in the Premises.

No heat or air-conditioning when outside temperatures are less than 45 degrees or higher than 88 degrees. Stopped up toilet if only one is available in the apartment. Water problems such as leaks, severe back-ups, or broken pipes. Malfunctioning controlled access gates that inhibit ingress and egress.

Right of Entry 1.0: Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be

liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. If we have given prior notice of entry, and you refuse, you will be in violation of your Lease contract and will incur any charges associated with rescheduling. You also agree to furnish all alarm codes to the Manager in order to disarm the intrusion alarm upon installation and/or activation, and agree to pay for all associated false alarm fees if the codes are not provided. Any additional entry locks (including additional deadbolts, sliding chain locks, hinge locks, etc.) are prohibited without prior written authorization from the Manager.

Replacement of Resident 1.0: Resident shall not assign all or any portion of this Lease or Resident's right to occupy the unit and Premises to anyone without the Owner's prior written consent. In order to request roommate replacement, Resident must submit such request in writing and no replacement will be approved unless the new resident and guarantor, if applicable, is approved and signs all appropriate documents. Resident will be responsible for paying a non-refundable replacement fee of up to \$350 with Resident's request for replacement, provided however, Resident shall not be released from obligations under this Lease unless Owner agrees in writing. Under no circumstances, unless required by law, shall Owner have any obligation to find Resident's replacement. Resident agrees not to list the Apartment, Exclusive Bedspace, Premises, or any portion thereof, on a lodging rental website or service such as Airbnb.

Emergency 1.0: In the event of a life threatening emergency, first report the incident to first responders by calling 911.

Lease Remedies 1.0: You are in violation of this Lease if:

You fail to pay Rent or any other amount owed under this Lease contract as directed by this Lease contract;

-You or your guest violates this Lease contract or any addendum to it, any Apartment Community rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;

Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;

-You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease contract, clothes and personal belongings have been substantially moved out and you haven't been in the Bedroom for 5 consecutive days); or, 3 days after your scheduled move-in day if you fail to move in;

-You or the Guarantor have made any false statement or misrepresentation on any information provided to us; You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law; Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);

-You fail to vacate the Premises at the expiration of the Lease term; or

-You fail to pay any fine within 10 days after it is levied in accordance with this Lease contract or the Lease Addendum.

Lease Remedies 1.1: If you are in violation of this Lease, we can, without demand or notice (other than is provided in this paragraph) in addition to other remedies allowed by law:

-Collect any fine imposed by the Lease Addendum;

-Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;

-Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice for you to leave;

-Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);

-Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice for you to leave;

-Report all violations to credit reporting agencies;

-Subject to applicable laws, interrupt or terminate the provision of internet access and/or video services (even if you have enhanced services or additional channels) to the Premises or your Bedroom as applicable until all delinquencies are brought current;

-Do any combination of a, b, c, d, e, f, or g under Section 19.2.

Lease Remedies 1.2: Termination of your possession rights or subsequent reletting does not release you from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings. If you are evicted, you must leave the Apartment and cannot live in another bedroom or anywhere else in the community.

PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **9th** day of **September**, **2022**.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 06:41:01 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date



Initial:



ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- 1. DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Resident is permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Resident acknowledges that authorization may be sooner terminated if: a) Resident's tenancy is lawfully terminated; or b) Resident, or Resident's guests, violate any of the terms or conditions of this Addendum.

Resident may not substitute any other animals. Neither Resident nor Resident's guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

- 2. ANIMAL RENT.** Resident agrees to pay Owner a sum of **\$0.00**, as animal rent, due on the **1st** day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the animal rent.

- 3. ANIMAL RULES.** Resident is responsible for the animals brought onto the Leased Premises and/or the Community by Resident and Resident's guests, even if the animals do not belong to Resident. Resident agrees to abide by the following rules:

1. Residents shall be limited to a maximum of **2** animal(s) while residing at the Residential Community.
2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
3. Animals must be under Resident's supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Resident's exclusive use.
4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
5. Due to health regulations, Resident must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
6. Animals must be housebroken, and may not weigh more than **50 (fifty)** pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Resident's exclusive use. Resident should not leave animals on patios or balconies, if applicable, for extended periods of time.
8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
9. Resident is prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Resident must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Resident will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
10. Notwithstanding anything to the contrary in this Addendum, Resident must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.
12. Resident hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.

- 4. ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:

1. Animals: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)
2. Breeds: ☒ Pit Bulls ☒ Rottweilers ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ Great Danes

- 5. COMPLAINTS ABOUT ANIMALS.** Resident will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Resident must immediately and permanently remove the animal from the Leased Premises.
- 6. OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Resident has: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.
- 7. VIOLATION OF RULES.** If Resident, or Resident's guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Resident remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.
1. If Resident brings unauthorized animals onto the Leased Premises and/or the Community, Resident agrees to pay Owner a sum of **\$500.00**. Said sum shall not limit Owner's right to terminate the tenancy, force Resident to remove the animals, and/or evict Resident, based upon any violation of this Addendum.
- 8. SUPPORT OR SERVICE ANIMALS.** Resident acknowledges that the ownership of or need for a support or service animal does not entitle Resident to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Resident understands that the animal must be supervised while in common areas of the Community, and Resident must maintain control of the animal at all times. Resident is responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Resident will, however, be liable for any damages that the animal may cause. Resident acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Resident and the support or service animal, as well as exercise other remedies under the Lease Contract.
- 9. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Resident will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Resident must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Resident is strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Resident will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **9th** day of **September**, **2022**.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 06:43:00 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES				
Unit 4x4 Upgraded		Floorplan 4 Bed / 4 Bath Premium		
Street Address 3549 Iowa Ave	City Riverside	State CA	ZIP 92507	County Riverside
LEASE CONTRACT				
# of Installments 12	Installment Amount \$1,138.95	Start Date 9/15/2022	End Date 8/27/2023	Total Contract Amount \$13,667.40
The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").				

- 1. ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
- 2. RELOCATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon **four (4)** days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
- 3. TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of **\$350.00**, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within **zero (0)** days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

- **Special Provisions.** Amendment to Lease: The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. You must surrender possession of your Bedroom by 10:00a.m. on the Ending Date. You may be given the opportunity to sign a renewal lease for the next year during the Lease term and remain in your current Bedroom. However, if you do not sign a renewal lease, your Bedroom will be placed on our "available" list and may be leased to another applicant. Once the Bedroom has been leased to another applicant, you WILL NOT be able to sign a renewal lease for your Bedroom.
- **Special Provisions.** Amendment to Lease: In addition to the hold over rent cost all of our actual damages incurred (including rescheduling contractors and other vendors), and damages of the person who could not move in because of your holdover.
- **Special Provisions.** Amendment to Lease: Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be and liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. If we have given prior notice of entry, and you refuse, you will be in violation of your Lease contract and will incur any charges associated with rescheduling. You also agree to furnish all alarm codes to the Manager in order to disarm the intrusion alarm upon installation and/or activation, and agree to pay for all associated false alarm fees if the codes are not provided. Any additional entry locks (including additional deadbolts, sliding chain locks, hinge locks, etc.) are prohibited without prior written authorization from the Manager.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 9th day of September, 2022.



Signed by Sri Adaitya Devaguptapu
 Fri Sep 9 2022 06:51:08 PM PDT
 Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

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

Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.



(Residents Initials)

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of a bed bug infestation in the Leased Premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

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

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

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



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:02:10 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (*Resident*)

Date

Erika Castellon (*Owner/Agent*)

Date

COMMUNITY POLICIES AND RULES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

GrandMarc, strives to make your living experience in our community pleasant and comfortable. The following policies and rules were designed for your comfort and convenience, as well as that of your neighbors. Residents are responsible for reviewing all policies and rules with all household occupants and guests. Please take time to thoroughly review this Addendum as it governs the use of the Leased Premises, Residential Community, its equipment and facilities. "Premises" as used in the Community Policies includes not only the Leased Premises, but all of the land and improvements including any parking lots, driveways and common areas privately owned by the Owner and generally referred to as the Community.

Office Telephone #: (951) 788-5800	Emergency Maintenance #:
Office Address: 3549 Iowa Ave, Riverside, CA 92507	Office E-mail Address: grandmarc@hhredstone.com
Usual Office Hours: Mon. - Thurs. 9am - 6pm ; Friday 9am - 5pm; Saturday 9am 4 pm; Sunday Closed	

SECTION A: PROPERTY/MOVE-IN INFORMATION

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

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

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

MOVING HOURS: All moving is to occur **8:00 am-10:00 pm**, and the service elevator, if one is available at the Residential Community, is to be used to move any objects of furniture, beds, appliances, carpets and any other large objects that are not permitted on the passenger elevator. Owner must be notified in advance of any moving to schedule the time and date of such move.

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

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

SECTION B: USE OF PREMISES

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

BARBECUES: Unless included with the Leased Premises as an existing fixture or appliance, due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the premises or on patios, balconies or breezeway

areas. Any use of open flame is prohibited including but not limited to barbecues and torches.

OUTWARD APPEARANCE: Alterations that affect the outward appearance of the Community, such as installing personal window coverings, foil on windows, towels, blankets or clothing draped over balconies or partitions, are not permitted. Signs or advertising materials will not be permitted to be posted except for political signs as addressed in your lease. No foil, sign advertisements, poster, or similar display, shall be affixed to any door, window or exterior wall, that may be visible from the outside of the building by other residents.

ROOF ACCESS: The roof access is for emergency access only.

SMOKE DETECTOR: A smoke detection device has been installed in each Leased Premises. Residents acknowledge the smoke detector(s) was/were tested and its operation demonstrated by the Owner in the presence of Residents at the time of initial occupancy and the detector(s) in the Leased Premises was working properly at that time. Residents are not to disable the smoke detector for any reason. Disabled smoke detector puts life at risk. REMOVING OR TAMPERING WITH A SMOKE DETECTOR(S) will be considered cause for termination of residency. Residents will be assessed a charge of **\$0.00** for tampering with or removing the smoke detector. In accordance with California Law, Resident shall allow Owner access to the Leased Premises for the purpose of correcting any such defect, malfunction or failure.

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

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

CARE OF EQUIPMENT AND PREMISES

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

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

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

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

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

Locks: Residents shall not alter any lock or install a new lock or knocker on any door of the Leased Premises without the written consent of Owner, and if installed, they shall not be removed. In such case consent is given, Residents shall provide Owner with a key for the use of Owner, pursuant to Owner's right to access to the Leased Premises. Locks or



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chains must be left in place when Residents vacate. Residents locked out after office hours will be charged a fee of **\$75.00** to have their door opened, or Residents may call a locksmith at Residents' expense to open the door. **PROPER IDENTIFICATION IS REQUIRED!**

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

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

Windows and/or Screens: Residents are responsible for the safety of all members of Residents' household or guests in the use and opening of windows. Be aware of the danger of falls from windows. Keep your windows closed and locked when small occupants are around and no adults are around to supervise. When opening windows for ventilation, open windows that a small occupant cannot reach. Keep furniture away from windows. Move chairs, cribs, beds and other furniture away from windows. Window screen will not prevent a fall from a window. Residents must not remove or tamper with screens. Screens which have been removed will be charged to the Resident an installation fee of **\$50.00** plus the actual cost of the damaged or missing screen. Residents acknowledge all screens are intact and in good condition upon taking occupancy. Window screens found on the ground will be placed back in the window and a labor charge assessed to the Residents. Residents shall be responsible for replacement and/or repair of windows and/or screens damaged or removed by Residents', members of Residents' household or guests.

FACILITIES AT THE RESIDENTIAL COMMUNITY

Use of Facilities: All facilities provided by Owner are provided as a gratuity and are not a part of the Residential Lease Contract, and that Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to Residents and that any such action by Owner shall not constitute a claim by Residents of any breach of Residential Lease Contract by Owner, nor be a basis for any reduction in rent or early termination of the Residential Lease Contract.

Business Center: A business center is provided for use by our residents during the hours of operation. Business Center hours may change without notice at any time. Business center hours are **24 hours**. Individuals using the business center are expected to be courteous to others and display conduct conducive to a business atmosphere. Persons not displaying appropriate business behavior will be asked to leave the business center. Residents must accompany their guests. The business center is equipped with: **Copier/Printer and Computer with internet services.** Owner will make every effort to have the equipment working at all times. The following behavior will terminate the rights and privileges of the resident and their guests to use the business center.

1. Loud and boisterous behavior.
2. Foul language.
3. Harassment of others utilizing the center.
4. Abuse of the equipment.
5. Inappropriate use of the internet for pornographic or unacceptable subject matters.
6. Altering the software and/or equipment.

Use of the equipment in the business center is limited to a maximum of **60** minutes in order to allow use by others that may be waiting.

Fitness Center: Fitness Center hours may change without notice at any time. Fitness Center hours are **24 hours**. Access to the fitness center is available by use of an amenity **card**.

1. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
2. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.
3. Refreshments other than a sports top water bottle are not allowed. Alcohol is not permitted.
4. Residents understand that the use of fitness equipment is unsupervised. Residents agree the use of the equipment is at their own risk. Persons with health concerns should consult a physician prior to using the fitness equipment.
5. For the safety of all persons, no one under the age of **16** years of age should use the fitness equipment without an adult in attendance.
6. Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
7. Use of the Fitness Center is for residents only. Please limit use of equipment to minute intervals.
8. Please report any malfunctions with the fitness equipment to an Owner representative at the rental office immediately.

- Privileges for use of the Fitness Center may be terminated by Owner for failure to comply with the Fitness Center Policies or abuse or damage to the equipment.

Outdoor Grill: Outdoor grill hours may change without notice at any time. Outdoor grill hours are **24 hours**.

- Residents must finish grilling 30 minutes prior to the closing time to allow the grill to cool.
- The grill is **gas**. Use of charcoal or lighter fluid will damage the grill.
- Residents are responsible for cleaning the grill including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes. Failure to properly clean grill and BBQ area will result in a minimum **\$25.00** cleaning charge.
- Resident(s) will be responsible for any damages that may occur.
- Any issues with the grill malfunctioning must be immediately reported to the Owner.

Pool Use: For your safety and pleasure, please observe the following rules and regulations. Your cooperation will be appreciated by all. Pool hours may be changed without notice at any time. Pool hours are **24 hours**.

- Guests must be limited to **2 guests** per Leased Premises. Residents must accompany their guests at all times while in the pool/spa area. There are no exceptions. Owner reserves the right to ask guests to leave should the occupancy of the pool exceed limits allowed by law.
- Persons **14** years of age and younger should not use pool without an adult in attendance.
- Residents, household occupants and guest agree to abide by all applicable health and safety laws regarding use of the pool.
- Warning: Persons using the pool do so at their own risk. Owner is not responsible for accident or injury.
- Pool safety equipment is not to be used except in case of emergency.
- No alcoholic beverages allowed in the pool area. No person under the influence of alcoholic beverages is permitted in or near the pool area. Glass is not allowed in the Pool Area.
- Food may not be served or eaten in or around the pool area without the Owner's consent. Refreshments must be in unbreakable containers.
- Proper swim attire is required at all times, going to and from and in or around the pool area. Street clothes, thongs, or see through attire is unacceptable.
- Animals/pets are not allowed in the pool area.
- Flotation devices, i.e., air mattresses, boats, frogs, planes are not allowed in the pool/spa.
- Radios, stereos and any musical instruments are not allowed in the pool areas. Radios/stereos with headphones are permitted.
- Owner is not responsible for articles lost, damaged or stolen.
- Throwing of items into the pool such as rocks, coins, and furniture is prohibited.
- Horseplay, diving and splashing, running, fighting, boisterous or dangerous conduct, noisy behavior disturbing to other residents, pushing, is not allowed.
- Residents, household occupants and guests will utilize a towel on all pool furniture when using suntan oils or lotions. Use of suntan oils requires a shower prior to entering the pool.
- Please remember not to hang your towels and swimwear on your patio railing.
- Owner reserves the right to restrict pool privileges to anyone not in compliance with these regulations.

Spa Use: Spa hours may be changed at any time without notice.

- Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa.
- Persons **14** years of age and younger should not use the spa without an adult in attendance.
- Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
- It is not recommended to use the spa alone.
- Long exposure may result in hyperthermia, nausea, dizziness or fainting.
- No alcoholic beverages allowed in the spa area. Glass is not allowed in the spa area.
- Proper swim attire is required. Street clothes, thongs, or see through attire is unacceptable.
- Animals/pets are not allowed in the spa area.
- If the spa is located within the pool area, all policies applying to the pool area will apply to the spa area as well.

Tanning Bed Use:

1. All residents must be at least 18 years of age and on the lease to use the tanning bed. It functions from a token and only one (1) token will be given to each resident as requested.
2. Resident agrees to limit their use to no more than **20** minutes per use/day.
3. Resident agrees to use the tanning cleaning solution provided and paper towels to clean the tanning bed after each use.
4. Resident agrees not to use any type of oils and/or lotions not made suitable for indoor tanning beds.
5. The tanning bed and tokens are first come first serve. Owner makes no guarantee that tokens will be available when requested.
6. Resident agrees to provide their own and use protective eye wear made suitable for indoor tanning beds as Owner is not responsible for any type of injury.
7. Resident agrees that Owner is not responsible for any burns, injury, malfunction, etc. resulting from using the tanning bed.
8. Resident agrees to consult with their physician prior to any use of the tanning bed.
9. By signing below all Residents agree they are solely responsible for their own safety and Owner will not be held liable for any burns, injury, malfunction, or any other issue from using the tanning bed. Residents are using the tanning bed at their own risk and assume the responsibility of that risk. By signing below, you agree to the policies set forth.
10. You must read all labels on the tanning bed for recommended use and warnings. Owner cannot and will not be able to suggest how long or often you can utilize the tanning bed.

Disclaimer of Responsibility: It is understood that all tanning equipment is made available to the Resident for a nominal fee and its use is strictly voluntary. Because there is no conclusive long-term evidence that can guarantee the safety of tanning equipment; Resident understands that its use is entirely at Resident's own risk. Resident agrees NOT to hold, Owner liable for any visual impairment or skin disorders directly or indirectly resulting from the use of the tanning equipment. Resident also agrees to follow all instructions listed above and posted in the tanning room. Owner reserves the right to deny tanning bed use to any Resident that may be harmed from such use.

SECTION C: PREMISES SERVICE

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

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

1. By going to the Owner's office during normal working hours, and completing a "Service Request" form.
2. Call the Owner's office during normal business hour to report a service request. Service requests can also be submitted by email, resident portal, or online maintenance system.
3. All non-emergency requests for repairs will be handled during normal business hours.
4. Employees cannot enter the Leased Premises to make repairs if there are persons under 18 years of age in the home without a responsible adult present. Service technicians may also elect not to enter the Leased Premises in the presence of an unattended animal.
5. Scheduled appointments will be addressed in an **8 hour** window.
6. Maintenance work performed due to neglect, abuse, misuse or direct fault of Residents, household occupants or guests will be billed to the Residents. This includes service work on garbage disposal and plumbing fixtures due to improper use and Residents caused clogging.

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

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

1. Main drains stopped up (kitchen, bath, shower) causing flooding or back-up



Initial: 

2. Stopped up toilet (one bathroom premises)
3. Electrical power outage in entire Leased Premises
4. Water leaking from water heater
5. Water leak from plumbing lines, windows, ceilings, or utility rooms causing flooding or damage
6. Exterior flooding from sprinkler systems or pool
7. Water which is running and cannot be shut off
8. Broken window where the Leased Premises is not secure
9. Door locks which will not function and the Leased Premises is not secure
10. Malfunctioning or disabled smoke/carbon monoxide detectors.
11. Fire (Call 911 first)
12. Calls made after office hours that are not deemed emergencies may result in a charge to the Resident.

SECTION D: HOUSEKEEPING

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

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

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

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

SMOKING: If smoking is permitted in the Leased Premises or on the grounds of the Residential Community, Residents acknowledge that damage caused by smoking will not be considered ordinary wear and tear. Households having one or more smokers, or guests that smoke, will be held responsible for additional costs related to smoke related damages. Smoke related damages can be, but are not limited to, yellowed walls and ceilings; mini blinds and draperies, painting or treatment required due to smoke odor, burns to counters, sinks or extra cleaning of carpets due to smoking. Residents will be considerate of other residents by minimizing the patterns of smoke and/or smell which may be a sensitivity or allergy to other residents. Interference with other residents' rights to the quiet enjoyment of the premises as a result of second hand smoke may be grounds for termination of tenancy. Residents will comply with all local ordinances for smoking in common areas, Leased Premises and exposure to other residents.

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

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

TRASH: Residents shall deliver and place all garbage and trash in proper bins at designated locations. If the bin you normally use is full, please use another bin. To maximize available space, please break down large objects such as cardboard boxes. Trash bins and/or enclosures are NOT to be used for large items such as furniture, etc. Removal of large items, such as furniture, from the Leased Premises is Resident's responsibility. Residents will be charged the costs to remove any large items placed in the trash enclosures or bins. Residents are responsible for any/all unacceptable items placed in the trash receptacles, such as; toxic waste or other possible harmful items. Residents will be assessed a charge

of **\$25.00** for the clean-up of any garbage or trash not properly disposed. Trash shall be wrapped and deposited in designated areas between the hours **8:00 pm**. Caution must be taken not to put any flammable material in garbage. Garbage and trash may not be left in hallways or stairwells.

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

VALET TRASH SERVICE: Valet Trash, and if available, Recycling service will be provided for the Leased Premises **5 (Sunday through Thursday)**. A container will be provided for the Leased Premises and must be used in conjunction with the valet service. Separately bagged and tied trash and recycling should be placed inside the container and placed outside the front door of the Leased Premises only between the service hours of **7:00 pm - 8:00 pm**. Service will begin at **8:00 pm**. No trash or recycling will be collected loose or without the use of the container. Extra bags may be placed on top on each other with lid open. All boxes must be broken down. Containers are property of the valet service provider. It is the responsibility of Residents to keep their containers clean. There will be a **\$25.00** charge to Residents if an additional or replacement container is needed or if Residents take the container during move out. If Residents miss service on any of the designated nights, it is their responsibility to bring trash and recycling to the designated dumpsters or compactor area or keep the trash inside the Leased Premises until the next collection evening. Trash or recycling may NOT be left out for any reason during non-designated times. If not complied with, Residents will receive a warning. If after the first warning Residents are again in violation, their container can be removed and/or a fine of **\$25.00** per bag will be issued. Containers may be returned after a return fee is paid and with Residents thorough understanding of the procedures for the service.

1. Bags used for recycling must be blue or transparent.
2. Service will begin promptly at 8:00pm.
3. The container must be brought back anytime between 10:00pm and 9:00am the next morning.

SECTION E: SUPERVISION HOUSEHOLD MEMBER/VISITORS/GUESTS

GUESTS: Guests staying in excess of **72 hours** MUST register with the office. Residents may be permitted to have a guest(s) visit their household. However, any person(s) making REOCCURRING visits of **three (3)** consecutive days or **three (3)** total days in any **one (1)** month period shall be deemed to reside in the Leased Premises in violation of the Residential Lease Contract. Persons receiving mail to the Leased Premises will be considered occupants. All adult household members must submit a completed application and qualify for residency.

SUPERVISION: Residents agree that Residents are responsible for the conduct of any member of their household, visitors and guests, and agree to pay for any damage to the Leased Premises caused by members of the household or guests.

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

SECTION F: CONDUCT

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

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

ILLEGAL ACTIVITY: Residents, any member of the Residents' household, or a guest or other person under the Residents' control shall not engage in illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang or drug-related illegal or criminal activity, on or near the premises. Residents, all members of the Residents' household and guests shall not engage in the manufacture, sale, or distribution of illegal drugs or be under the influence of any controlled or illegal substance at any location, whether on or near the premises or otherwise, nor permit the Leased Premises to be used for, or to facilitate, any illegal or criminal activity. While the usage of marijuana may have been legalized in many jurisdictions, for the purposes of this Lease and any Addenda thereto, the sale, manufacturing, purchasing, smoking, vaping, and aerosolizing of marijuana is prohibited as if the same were an "illegal activity." Any

marijuana-related activity is similarly prohibited to the extent Owner may prohibit the same.

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

NOISE: Residents, household members and guests shall not make or allow to be made any disturbing noises upon the Leased Premises by Residents, household members or guests, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Residents. Residents, household members and guests are advised to take care when approaching and leaving their Leased Premises during the quiet time, **between the hours of 10 pm and 8 am** and to show consideration of other residents at all times. Residents shall not play upon or allow to be played upon, any musical instrument or operate or allow to be operated audio equipment, radio, or television in or on the premises **between the hours of 10 pm and 8 am**, if the same shall disturb or annoy other occupants of the Community.

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

SECTION G: VEHICLES

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

PARKING/SPEED LIMITS: Residents shall observe, and cause all members of Residents' household and guests to observe, the posted speed limits on drives in the premises, to park and cause members of Residents' household and guests to park only in assigned parking areas; not to block access to other parking spaces, garages or for emergency vehicles, or to other residences, and not drive, or park any vehicle on the lawn, driveway, or other areas for common use in the premises. Vehicles parked within 15 feet of a fire hydrant or in a fire lane may be towed without warning. Vehicles may not be backed into parking spaces. Vehicles which create a nuisance due to excessive music or activation of a car alarm shall be removed from the property at the vehicle owner's expense. Parking designated for the office is not to be used during operating business hours. Vehicles parked in designated handicapped spaces without display of handicap placard or handicap plates are subject to immediate towing. Some communities may require parking stickers for all cars parked on the premises. Cars without required parking stickers will be considered unauthorized and may be towed without warning. Residents agree that any vehicle that is improperly parked, or in violation of vehicle or parking policies without written permission of Owner may be removed at the expense of the vehicle's owner. Owner is the only authorized agent for the towing of vehicles. Owner, in its sole discretion, reserves the right to reassign any designated parking space(es) during the term of the Residential Lease Contract, subject to any applicable requirements under applicable fair housing laws.

UNASSIGNED PARKING: *Communities with unassigned parking, the following applies:* Parking is on a first come/first serve basis and a parking space is not guaranteed. Residents having more than one vehicle per household are requested to be considerate of other residents when parking second vehicles. Infrequently used vehicles (any vehicle not used or moved every 72 hours) are to be parked in more remote parking areas as designated by Owner. Additional vehicles (more than 2 per household) are to be parked off the premises.


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

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

WASHING VEHICLES: Residents may wash or spray off vehicles only in designated areas of the premises. Residents will make every effort to not waste water if a designated area exists. Owner will advise Residents if a specific area exists on the property. If no designated area exists, Residents may not wash or spray off vehicles anywhere on the premises.

THESE COMMUNITY POLICIES NOW BECOME A PART OF YOUR RESIDENTIAL LEASE CONTRACT.

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



Signed by Sri Adaitya Devaguptapu
Fri Sep 9 2022 07:03:17 PM PDT
Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

ADDITIONAL COMMUNITY POLICIES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Residents acknowledge and agree that the following provisions specified below will become a part of the Residential Lease Contract and will supersede any conflicting provisions listed in the Residential Lease Contract.

Damages 1.0: For any damage or repairs due to negligence by you, your guests or any other persons under your control or invitation, we can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice. You will be held in violation of this Lease, and will be financially responsible for the cost of replacement or repairs, because of negligent or careless use of the Premises or any part of the Apartment Community including without limitation: damage from waste water stoppages caused by foreign or improper objects in lines serving your Apartment, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open, and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be applied as a credit; if your prepayment was less than the cost incurred, you will pay us the remainder of the amount due upon our demand. Your obligations to pay the charges described in this paragraph will remain due even after the ending of this Lease. In addition to the foregoing, you will be responsible for any vandalism or property damage anywhere in the Apartment Community which is due to a violation of this Lease or Apartment Community rules, negligence, abuse, misuse or other conduct by you or by your guests.

Damages 1.1: We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Disruption of internet or cable television services does not constitute an emergency, nor will Rent abate in whole or part. Owner is not liable for damages resulting from interruption of services, and any interruption does not constitute a breach of contract on Owner's part.

We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises due to repairs, alterations or improvements to the Premises, the Apartment, the building or the Apartment Community. If you request any repairs, they will be done during our usual maintenance working hours.

Damages 1.2: Emergency maintenance requests include but are not limited to the following:

No hot water or running water in the Premises.

No heat or air-conditioning when outside temperatures are less than 45 degrees or higher than 88 degrees. Stopped up toilet if only one is available in the apartment. Water problems such as leaks, severe back-ups, or broken pipes. Malfunctioning controlled access gates that inhibit ingress and egress.

Right of Entry 1.0: Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be

liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. If we have given prior notice of entry, and you refuse, you will be in violation of your Lease contract and will incur any charges associated with rescheduling. You also agree to furnish all alarm codes to the Manager in order to disarm the intrusion alarm upon installation and/or activation, and agree to pay for all associated false alarm fees if the codes are not provided. Any additional entry locks (including additional deadbolts, sliding chain locks, hinge locks, etc.) are prohibited without prior written authorization from the Manager.

Replacement of Resident 1.0: Resident shall not assign all or any portion of this Lease or Resident's right to occupy the unit and Premises to anyone without the Owner's prior written consent. In order to request roommate replacement, Resident must submit such request in writing and no replacement will be approved unless the new resident and guarantor, if applicable, is approved and signs all appropriate documents. Resident will be responsible for paying a non-refundable replacement fee of up to \$350 with Resident's request for replacement, provided however, Resident shall not be released from obligations under this Lease unless Owner agrees in writing. Under no circumstances, unless required by law, shall Owner have any obligation to

find Resident's replacement. Resident agrees not to list the Apartment, Exclusive Bedspace, Premises, or any portion thereof, on a lodging rental website or service such as Airbnb.

Emergency 1.0: In the event of a life threatening emergency, first report the incident to first responders by calling 911.

Lease Remedies 1.0: You are in violation of this Lease if:

You fail to pay Rent or any other amount owed under this Lease contract as directed by this Lease contract;

-You or your guest violates this Lease contract or any addendum to it, any Apartment Community rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;

Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;

-You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease contract, clothes and personal belongings have been substantially moved out and you haven't been in the Bedroom for 5 consecutive days); or, 3 days after your scheduled move-in day if you fail to move in;

-You or the Guarantor have made any false statement or misrepresentation on any information provided to us; You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law; Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);

-You fail to vacate the Premises at the expiration of the Lease term; or

-You fail to pay any fine within 10 days after it is levied in accordance with this Lease contract or the Lease Addendum.

Lease Remedies 1.1: If you are in violation of this Lease, we can, without demand or notice (other than is provided in this paragraph) in addition to other remedies allowed by law:

-Collect any fine imposed by the Lease Addendum;

-Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;

-Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice for you to leave;

-Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);

-Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice for you to leave;

-Report all violations to credit reporting agencies;

-Subject to applicable laws, interrupt or terminate the provision of internet access and/or video services (even if you have enhanced services or additional channels) to the Premises or your Bedroom as applicable until all delinquencies are brought current;

-Do any combination of a, b, c, d, e, f, or g under Section 19.2.

Lease Remedies 1.2: Termination of your possession rights or subsequent reletting does not release you from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings. If you are evicted, you must leave the Apartment and cannot live in another bedroom or anywhere else in the community.

PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in

closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

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



Signed by Sri Adaitya Devaguptapu
Fri Sep 9 2022 07:06:11 PM PDT
Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (<i>Resident</i>)	<i>Date</i>	Erika Castellon (<i>Owner/Agent</i>)	<i>Date</i>
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GRANDMARC

EMERGENCY KEY RELEASE

If something happens to you, your belongings are left in the apartment and your family and friends are left jumping through hoops to tie up loose ends. Unless a surviving lease holder remains, we can not allow access to your apartment to anyone without your written permission. No one will be allowed access to the apartment without court orders. To eliminate this problem, here are a few suggestions;


Make sure that someone has a spare set of keys to your apartment and the building. Complete the information requested below that will allow access.

In the event of my incapacitation, I authorize **GrandMarc** to release keys to my apartment to the following individual(s):

Name: _____ Relationship: _____

Proper identification and proof of incapacitation is required before any keys will be released. **GrandMarc** is not liable to anyone who may or may not have claim to belongings in the event of my incapacitation.

Resident: **Sri Adaitya Devaguptapu** Apt #: **4x4 Upgraded** Date: **September 9, 2022**



Signed by Sri Adaitya Devaguptapu
Fri Sep 9 2022 07:06:16 PM PDT
Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

RENTPLUS ADDENDUM

Upon execution of this addendum, Resident shall be enrolled in RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent payments due under the Rental Agreement and this addendum. Residents will be charged a financial services fee of \$6.95 per month for RentPlus services. Resident may opt out of RentPlus at any time, for any or no reason, by logging in at my.rentplus.com/login and clicking on Account Settings, or by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84321 - Attn: RentPlus Service Change. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use.html. The RentPlus services and fees may be altered, changed, terminated or otherwise modified by Rent Plus with thirty (30) days' advance notice to Resident. Resident(s) hereby acknowledge that Owner will provide the above described payment information to RentPlus and that Resident(s) will be enrolled in RentPlus.

Resident(s)' Initials _____



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:06:20 PM PDT
Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident) _____ Date

LIABILITY INSURANCE ADDENDUM

This Liability Insurance Addendum (this "Addendum") dated the **9th** day of **September, 2022**, is part of the Residential Lease Contract (the "Lease Contract") between **GrandMarc at University Village** ("Owner") and **Sri Adaitya Devaguptapu** ("Resident") for a bedroom or bed space located at **3549 Iowa Ave, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Community").

THE UNDERSIGNED HEREBY AGREE, except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract will remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum will control.

1. ACKNOWLEDGEMENT. Resident acknowledges that Owner's insurance does not cover damage or loss of personal property or personal injury, or to cover Residents own liability for loss, damage or injury that Resident, of Resident's guests, may cause others. Resident further acknowledges that, by not maintaining personal liability insurance, Resident may be responsible to others, including owner, for the full cost of any loss, damage or injury caused by Resident's actions or the actions of Resident's guests.

Resident understands that Owner requires Resident to purchase and maintain personal liability insurance, as provided in the Lease Contract. Resident agrees to maintain personal liability insurance satisfying the requirements of this Addendum, at Resident's sole expense, at all times during the lease term and any renewal periods.

2. INSURANCE REQUIREMENT. Resident **is** required to purchase and maintain personal liability insurance covering Resident, and Resident's guests, for personal injury and property damage any of Resident cause to third parties, including damage to Owner's property, from a carrier with an AM Best rating of A-VII or better, licensed to do business in **California**. The carrier is required to provide notice to Owner within 30 days of any cancellation, non-renewal, or material change in Resident's coverage. Owner reserves the right to hold Resident responsible for any loss in excess of Resident's insurance coverage.

3. COVERAGE CONFIRMATION. By initialing below, Resident certifies that Resident has purchased the required personal liability insurance from the insurance company that is licensed to do business in this state, and has provided Owner with written proof of this insurance prior to the execution and commencement of the Lease Contract. Resident agrees to provide additional proof of insurance in the future at Owner's request.

Initial: 

4. SUBROGATION. Resident and Owner hereby agree that subrogation is allowed by all parties and that this Addendum supersedes any language to the contrary in the Lease Contract.

5. VIOLATIONS. Resident acknowledges and agrees that any violation of this Addendum will be deemed a violation of the Lease Contract, and Owner will be entitled to exercise all rights and remedies under applicable law.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **9th** day of **September, 2022**.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:06:27 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

MOVE-IN/MOVE-OUT INSPECTION FORM

The condition of the Leased Premises will be considered to be clean, safe, free of defects, damage, or safety or pest related concerns, and in good working order unless otherwise noted on this form. Owner will use it in determining what should and should not be considered Resident's responsibility upon move-out. If any items below do not exist or are not applicable, mark through them or put "N/A."

	MOVE-IN INSPECTION	PRE-MOVE-OUT INSPECTION		MOVE-OUT INSPECTION	
BEDROOM	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Doors					
Floor					
Walls/Ceiling					
Windows/Screens					
Drapes/Blinds					
Electrical Fixtures					
Lights					
Closet					
BATHROOM	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Doors					
Floor					
Walls/Ceiling					
Windows/Screens					
Drapes/Blinds					
Electrical Fixtures					
Lights					
Counter Top					
Sink/Faucets					
Cabinets					
Mirror					
Toilet					
Tub/Shower					
KITCHEN	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Doors					
Floor					
Walls/Ceiling					
Windows/Screens					
Drapes/Blinds					
Electrical Fixtures					
Lights					
Counter Top					
Sink/Faucets					
Cabinets					
Hood/Filter					
Microwave					
Stove					
Oven					
Refrigerator					
Dishwasher					
DINING ROOM	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Doors					
Floor					
Walls/Ceiling					
Windows/Screens					
Drapes/Blinds					
Electrical Fixtures					
Lights					
Closet					
LIVING ROOM	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Doors					

Floor					
Walls/Ceiling					
Windows/Screens					
Drapes/Blinds					
Electrical Fixtures					
Lights					
Fireplace					
Closet					
HALL/STAIRS/ENTRY	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Doors					
Floor					
Walls/Ceiling					
Windows/Screens					
Drapes/Blinds					
Electrical Fixtures					
Lights					
Closet					
PATIO/BALCONY	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Walls					
Electrical Fixtures					
Lights					
MECHANICAL	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Locks					
Intrusion Alarm					
Smoke Detector					
CO2 Detector					
Air Conditioner					
Furnace					
Thermostat					
Valet Trash Can					
Washer/Dryer					
GARAGE/STORAGE	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
Walls					
Electrical Fixtures					
Lights					
Garage					
Carport					
Storage					
# OF KEYS/DEVICES	COMMENT	COMMENT	EST. COST	COMMENT	EST. COST
____ Door					
____ Mailbox					
____ Common Area					
____ Laundry Room					
____ Pool					
____ Access Device					
____ Fob					
	MOVE-IN INSPECTION	PRE-MOVE-OUT INSPECTION		MOVE-OUT INSPECTION	
Inspection Date					
Inspection By					
Date					

MOVE-IN INSPECTION COMMENTS

PRE-MOVE-OUT INSPECTION COMMENTS

MOVE-OUT INSPECTION COMMENTS

Resident acknowledges inspecting and testing all safety-related items and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. Resident acknowledges testing the smoke detectors and verifying that they are working. Resident acknowledges inspecting the Leased Premises with Owner and that no signs of bedbugs or other pests are present. In signing below, Residents agrees that this form accurately reflects the condition of the Leased Premises for purposes of determining any refund due to Resident upon move-out.

<div><div></div><div>(Resident at Move-In Inspection)</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>(Owner/Agent at Move-In Inspection)</div></div> <div><div></div><div>Date</div></div>
<div><div></div><div>(Resident at Pre-Move-Out Inspection)</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>(Owner/Agent at Pre-Move-Out Inspection)</div></div> <div><div></div><div>Date</div></div>
<div><div></div><div>(Resident at Move-Out Inspection)</div></div> <div><div></div><div>Date</div></div>	<div><div></div><div>(Owner/Agent at Move-Out Inspection)</div></div> <div><div></div><div>Date</div></div>

PER-PERSON RENTAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

THE UNDERSIGNED HEREBY AGREE, this Addendum modifies the Lease Contract to allow Resident to occupy the apartment, where the Leased Premises is located, with other co-residents without being jointly liable for rent and various other obligations owed by other co-residents. This Addendum controls over any conflicting provisions in the Lease Contract. Each resident in the apartment will execute a separate Lease Contract to which this Addendum will be attached. For the purposes of this Addendum, "per person" is determined by the number of residents authorized under a Lease Contract to be residing in the apartment at the time of billing, damage, charge, fine or violation.

- 1. OCCUPANCY AND USE OF SPACE.** Resident acknowledges that, unless otherwise specified in this Lease Contract, Resident is renting a bedroom or bed space and not a specifically numbered apartment. Owner, in its sole discretion and without notice, may assign co-residents to share the Leased Premises with Resident, or to occupy another bedroom in the same apartment. Resident has a joint right to use and occupy the apartment's common living areas with co-residents, including, where applicable, the kitchen, living room, bathrooms, laundry areas, and any private balconies or patios within the apartment.
- 2. SECURITY DEPOSIT.** The security deposit amount stated in Section 3 of the Lease Contract (entitled "Security Deposit") is Resident's security deposit and is not the total security deposit of all co-residents.
- 3. RENT.** Resident will be fully liable for the monthly rent amount stated in Section 4 of the Lease Contract (entitled "Rent"). The rent amount stated in the Lease Contract is rent owed by Resident and is not the total rent owed by all co-residents.
- 4. UTILITIES.** Owner will arrange to activate utilities and services to the apartment for the benefit of the apartment's residents, as provided in Section 12 of the Lease Contract (entitled "Utilities"). Owner will bill Resident monthly for Resident's itemized per-person share of any submetered or allocated utilities for the apartment.
- 5. REQUESTS AND NOTICES.**
 - A.** A notice of Resident's intent to vacate must be signed by Resident, personally. A request by anyone residing in the apartment for maintenance or repair constitutes a request from all co-residents. A request by any resident in the apartment for maintenance or repair constitutes a request from all co-residents.
 - B.** A notice from Owner that is intended only for Resident will be addressed only to Resident, including a notice from Owner to Resident to pay sums owed only by Resident, or regarding sale of property that belongs only to Resident or that was in Resident's possession and care.
 - C.** A notice intended by Owner for all co-residents in the apartment may be addressed to "all residents" of the apartment. A notice intended by Owner for all residents in the Community may be addressed to "all residents."
- 6. KEYS.** Upon Resident's written request, and at Resident's expense, Owner will: a) rekey the locks on the exterior doors of the apartment and provide a key to each co-resident; b) rekey the lock on the door of the Leased Premises and provide a key to Resident and any other co-resident assigned to the Leased Premises; or c) rekey both apartment doors and doors to the Leased Premises and distribute keys as specified. If Resident wants other co-residents to share the cost of rekeying, they must also sign the request. If Resident is still residing in the apartment and the apartment or the Leased Premises is rekeyed without Resident's written request, Owner will still give Resident a new key.
- 7. SECURITY DEVICES.** Owner, in its sole discretion, may install a keyed deadbolt on the doors that provide access to the Leased Premises, upon Resident's written request and at Resident's expense. A door opening into the interior of the apartment is not an exterior door for purposes of the security device statute.
- 8. LIABILITY FOR DAMAGES AND VIOLATIONS.**
 - A.** Resident will be fully liable for any animal violation charges, late payment charges, dishonored payment charges, cost of missing batteries from smoke or other detectors, government fines and damage to the apartment or common areas caused solely by Resident or Resident's guests.
 - B.** Resident will be liable for Resident's per-person share of any animal violation charges, late payment charges, dishonored payment charges, cost of missing batteries from smoke or other detectors, and damage to the apartment if Owner cannot, in Owner's reasonable judgment, ascertain who was at fault.

- C. Resident will not be liable for another co-resident's rent or for any animal violation charges, late payment charges, dishonored payment charges, cost of missing batteries from smoke or other detectors, government fines or damage that are due, in Owner's reasonable judgment, solely to the fault of another co-resident or co-resident's guests.
- 9. RELETTING CHARGE.** Any reletting charge that might become due under Section 20 of the Lease Contract (entitled "Remedies in the Event of Default") will be based on Resident's rent amount and not the total rent of all residents residing in the apartment.
- 10. VIOLATIONS.** The violations contained in the Lease Contract will be limited to conduct by Resident or Resident's guests or to conduct in which Resident or Resident's guests participated. The remedies for a default committed solely by another co-resident in the apartment will be limited to those that affect that co-resident only.
- 11. REFUNDS.** Refunds will be paid to Resident only and not by joint check to Resident and other co-residents. The time period for refund begins when Resident moves out.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **9th** day of **September, 2022**.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:07:05 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

RESIDENT CONTACT INFORMATION FORM

RESIDENT INFORMATION				
Resident Sri Adaitya Devaguptapu				
Current Address 5514 Ryland Ave	City Temple City	State CA	ZIP 91780	Phone (626) 747-5873
Alternate Phone	Email Address srilikestoscience@gmail.com	Emergency Contact Madhu Devaguptapu		Emergency Phone 626-216-2964
COMMUNITY INFORMATION				
Community GrandMarc				
Street Address 3549 Iowa Ave	City Riverside	State CA	ZIP 92507	County Riverside
Office Hours Mon. - Thurs. 9am - 6pm ; Friday 9am - 5pm; Saturday 9am 4 pm; Sunday Closed		Phone (951) 788-5800		Fax () -
Rent Payable To GrandMarc at University Village				
Street Address 3549 Iowa Ave	City Riverside	State CA	ZIP 92507	County Riverside



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:07:18 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date



Initial:



FEE SCHEDULE

Note: May be amended by Landlord at any time

The Apartment must be left in good condition, completely cleaned, all trash removed, and the carpets vacuumed. Items found to be unclean or not in working order at the time of inspection or upon move-out will be charged accordingly. The overall condition of the apartment will be compared to the condition move-in inspection checklist in your file. If you did not turn in your move-in inspection checklist, the apartment will be compared against normal age standards.

The prices below for the items listed are average prices only and will be charged for each instance that an item must be replaced or cleaned. If there is a variance in cost, you will be billed for the difference. **Please note that this list is not intended to be all inclusive. You can and will be charged for items not listed below, if they are found to be damaged or missing. Replacement or repair costs can also include labor or service charges. Furniture replacement costs are identified in the Furniture Addendum.**

If you are concerned about the condition of any of these items in your apartment, please contact the office so we can set up a review of charges and/or inspection.

If utilities are not provided by the property, prior to move-in and move-out, it is **your** responsibility to call all the local utility companies and notify them of your move and new address. Please make sure you do not turn the utilities off; they must be switched back to the community name. **You are responsible for the utilities in your apartment until your lease expires even if you are not living there.** Also, do not forget to turn in a change of address card with the post office so your mail is forwarded to your new address. We do not hold mail.

Upon move-out, keys must be returned to the office or daily charges can be assessed along with a change lock fee.

All Installments and fees made payable to:

GrandMarc at University Village
3549 Iowa Avenue
Riverside, CA 92507

FEES:

Application Fee - \$60

Short Term Fee - \$200

Utility Admin Fee - \$60

Security Deposit - TBD - based on guarantor

Late Fee - \$75

Returned Check Charge - \$50

Re-letting Fee - 85% of One Month's Installment

Transfer Fee (from one bed space to another) - \$350

Lock Out Fee (Lock outs are courtesy and are only done if on site staff are available and at the discretion of Management) - \$25 Day Time / \$75 After Hours

Parking Pass Replacement Fee - \$25

Pet Fee and Rent (per pet if allowed) - \$250 plus \$35 per month

Pet Violation - \$500 per occurrence

Abandoned Property Removal Fee - \$100+

Double Occupancy (if allowed) - \$150 per month

Double Occupancy Violation Fee - \$500

Green Fee (if applicable) - \$10-\$50 based on community and floorplan

Lease Violation Fee - \$25+

Trash Valet Fee - \$10

Rent Plus Fee - \$6.95

GrandMarc

Trash Violation Fee - \$25/bag

Smoking Violation Fee - \$500 per resident

Noise Violation Fee - \$100 per resident

Holdover Daily Fee - \$500 *Plus, any actual damages incurred (including rescheduling contractor and other vendors)

Bedroom Key - \$25

Mailbox Key - \$10

Key Card/Fob - \$50

POTENTIAL ADDITIONAL COSTS:

(The prices below are average prices only and are subject to change)

Clean Common Area Per Person \$25-\$200

Clean Bathroom \$25-\$100

Clean Bedroom \$25-\$125

Clean Oven/Stove \$20-\$50

Clean Refrigerator \$40

Clean Countertops \$15

Clean Floors \$50-\$100

Wipe Out Cabinets \$75

Clean Laundry Area \$40

Clean Sink \$10

Clean Toilet \$50

Clean Bathtub \$50

Bathroom Floor \$15

Dust Blinds \$10 (per set)

Remove Furniture or other items \$50-100 (per item)

Trash \$25 (per bag)

Drip Pans \$10 per pair

Paint Common Area \$150-\$300

Paint Bedroom \$75-\$200

Paint Bathroom \$75-\$200

Sheetrock Repair: Hole \$25-200

Paint - Multiple Coats \$75-\$350

Carpet Cleaning \$60-\$140

Smoke Alarm Replace \$50

Smoke Alarm Rehang \$5

Couch \$500

Entertainment Center \$200

Lounge Chair \$320

Window Replacement \$100-\$400

Smoke/Pet/Odor Treatment \$50-\$350

Coffee Table \$100

GrandMarc

End Table \$100

Floor Panel \$20-\$100 per

Light Bulb \$7

Kitchen Light Cover \$40

Refrigerator Shelves \$35 each

Refrigerator Handle \$10 each

Dresser Knob \$20

Cabinet Door \$30

Vertical Blind Slat \$5 each

Blind Wand \$10

Window Screen \$50

Front Door \$300

Bedroom Door \$150

Pantry Door \$75

Laundry Door \$150

Closet Door Knob \$20

Front Door Knob \$20

Patio Screen Door \$55

Towel Bar \$20

Shower Head \$20

Cabinet Knob \$10

Shower Rod \$20

Outlet Cover \$10

Switch Cover \$10

Light Cover (globe) \$35

Hallway Globe \$45

Light Cover (globe and shell) \$35 each

Toilet Paper Roller \$10

Toilet Seat \$45

Toilet \$200

Bathroom Mirror \$200

Sink Vendor Price

Door Stop \$7

Closet Rack \$40

Blinds Small \$20-\$75

Range \$500

Vent Hood \$150

Vent Filter \$20

Refrigerator \$750

Icemaker \$150

Dishwasher \$400

Garbage Disposal \$85

Washer/Dryer \$1,200

Damage Table Top \$70-\$150

Countertop Damage \$60-\$200

Flooring Replacement \$420

UTILITIES:

This Utility Exhibit is incorporated by reference into the attached lease between Tenant and Landlord for the Community. Utilities that are provided by Landlord are to be determined based on property. Residents of the Apartment must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long-distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Contract. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

Resident will receive monthly billing statements. Billing statements are payable within seven (7) days of the statement date. The due date for Rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the Contract and grounds for termination of the tenancy. All monetary amounts due under this Addendum are deemed Additional Rent. Utility billings will be prorated as necessary. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Owner reacquires possession of Resident's Exclusive Bed space, may be deducted from the Resident's Security Deposit. If actual amounts have not been determined before Owner provides Resident with an accounting of Resident's Security Deposit, Owner may estimate the amount based on prior consumption until actual numbers become available. Electric bills that are not paid in a timely fashion are subject to a late fee \$75.

Resident is responsible for paying for all utilities that are in Resident's name during the Lease Term even if Resident moves out prior to the termination date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Roommates to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be prebilled for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs will be divided by occupants of the Unit. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as Additional Rent. Any failure to pay amounts as listed herein shall result in a default under the Contract.

Landlord will pay a cable service provider of Landlord's choice, to provide each apartment with Internet access and Premium cable channels. Cable will consist of a cable package, chosen by Landlord. Tenant may, at their own cost, purchase additional channels or other programming by contacting the cable provider directly.

You are responsible for the utilities in your apartment until your lease expires even if you are not living there.

FURNISHINGS

Landlord shall provide the following identified furniture items within the apartment (replacement estimate subject to change)

Furnishings / Replacement Estimate

Bedroom Furniture (per bedroom)

Full Size Mattress \$200

Full Size Bedframe \$150

Wardrobe \$625

Desk \$210

Desk Chair \$75

Common Area Furniture

Leather Style Sofas - 2 \$600-\$1200

Leather Style Chair* \$320

Coffee Table \$100

End Table \$100

Entertainment Center \$200

Kitchen Table \$240

Kitchen Chairs \$75 each

Tenants may not remove or store any furnishings. Any furnishings stored outside of the apartments must be returned prior to move-out. You will be responsible for any missing or damaged furniture.

DEFAULT BY RESIDENT

In the event of default by Resident, Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises and the Unit or terminating the Contract, at Owner's sole discretion, upon one (1) day's written notice to vacate and regain possession of the Premises and the Unit in the manner provided by applicable law. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a reletting fee equal to eighty-five percent (85%) of one month's Rent to offset the costs of reletting the Premises and Unit; (ii) all monthly Rent and other charges which are payable during the remainder of the Term of this Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Contract or applicable law. Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain.

In order to request assignment, Resident must submit such request in writing on Owner's form and no assignment will be approved unless the new resident and a guarantor, if applicable, is approved and signs all appropriate documents. Prior to attempting to assign a lease, the balance on the account must be current. Resident shall be responsible for paying a nonrefundable Reassignment Fee equivalent to 85% of one month's Rent installment. and paid to Owner with Resident's

In order to request assignment, Resident must submit such request in writing on Owner's form and no assignment will be approved unless the new resident and a guarantor, if applicable, is approved and signs all appropriate documents. Prior to attempting to assign a lease, the balance on the account must be current. Resident shall be responsible for paying a nonrefundable Reassignment Fee equivalent to 85% of one month's Rent installment and paid to Owner with Resident's request for assignment; provided however Resident shall not be released from obligations under this Contract unless Owner expressly agrees in writing. Under no circumstances, unless required by law, shall Owner have any obligation to find or assist Resident Assignee. Resident agrees Assignee will take premises and Unit in "AS-IS" condition.

ABANDONMENT

If Resident is absent from the Premises for five (5) consecutive days during the Term of the Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in abandoned Premises (and all personal property of Resident located elsewhere in the Unit) shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity, or by selling the property in accordance with the procedures set forth below. Owner shall impose reasonable charges for storing such abandoned or seized property and may sell same at public or private sale (subject to any recorded chattel mortgage) after ten (10) days' written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Unit or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness; and surplus, if any, shall be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.

SMOKE-FREE ENVIRONMENT

In order to promote the health of our residents and their guests, this Community has been designated a Smoke Free Environment. Smoking (including medical marijuana, electronic cigarettes or e-cigarettes) is not allowed within any part of the Community, whether interior or exterior, including the Buildings, Units, Exclusive Bed Spaces, Parking Garage, atriums, balconies, stairwells, corridors, study rooms, patios and other locations. Smoking is defined as the burning of tobacco or any other material in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Smoking is only allowed in officially posted designated smoking areas. Any resident (or a guest or invitee, who will be attributed to Resident) who violates this policy may be found in default of the Contract.

MILITARY PERSONNEL

A resident (including a resident's spouse) who is a service member on active duty or is called to active duty in the regular or

the reserve component of the United States Armed Forces, U.S. Coast Guard or National Guard, shall have the right to end this Lease early by giving 30 days' written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in OCGA Section 44-7-22, if the service member is: (1) Ordered to federal duty for a period of 90 days or longer; (2) Receives a permanent change of station orders to move at least 35 miles away from the rental housing; (3) Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty; (4) After entering into this Lease, the service member becomes eligible to live in governmental quarters or the failure to move to government quarters will result in a forfeiture of the member's basic allowance for housing; (5) Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the location of the rental housing; or (6) Receives orders after signing the Lease but before taking possession of the rental housing. After you deliver to us your written termination notice, the Lease will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of station order. After you move out, we will return your

CONFLICT

In the event of any conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall control.

Media and Marketing Activities

You consent to photographs to be taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, and the use of these photos for marketing and promotional purposes. We may use these images in advertising, brochures, flyers for posting on social networking sites such as Facebook and our websites for related uses. You consent to the publications of these images and waive any claims you may have against us for our use of such images.

The terms of this Addendum are agreed to and accepted by:



Signed by Sri Adaitya Devaguptapu
Fri Sep 9 2022 07:07:47 PM PDT
Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

SECURITY GUIDELINES ADDENDUM

This Security Guidelines Addendum (this "Addendum") dated the 9th day of September, 2022, is part of the Residential Lease Contract (the "Lease Contract") between GrandMarc at University Village ("Owner") and Sri Adaitya Devaguptapu ("Resident") for a bedroom or bed space located at 3549 Iowa Ave, Riverside, CA 92507 (the "Leased Premises"), which is located within GrandMarc (the "Community").

THE UNDERSIGNED HEREBY AGREE, Owner disclaims any express or implied warranties of security. No security system is failsafe. Even the best system can't prevent crime. Resident should always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones Resident performs as a matter of common sense and habit. Owner recommends following the guidelines listed below and use common sense in practicing safe conduct.

1. Dial 911 for emergencies. If the 911 number does not operate in the area, keep phone numbers handy for the police, fire, and emergency medical services. Always report emergencies to authorities first, and then contact Owner.
2. Report any suspicious activity to the police first, and then follow up with a notice, in writing, to Owner. Get to know the roommates. Watching out for each other is one of the best defenses against crime.
3. Tell roommates when leaving and the expected return time. Avoid walking alone at night. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.
4. Keep keys handy at all times, whether it is daylight or dark, when walking to an entry door or a car. People are more vulnerable when looking for keys at the door or car.
5. Check door locks, window latches, and other devices regularly to be sure they are working properly at all times. If doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with family/friends or other residents until the problem is fixed.
6. Lock doors and windows, even while inside. When answering the door, see who is there by looking through the door viewer or a window. Don't open the door if the person is unfamiliar, or there are any doubts.
7. Don't list names or addresses on key rings, or hide extra keys in obvious places, like under the doormat or a flower pot. If keys are lost or there are concerns about key safety, Owner may, in its sole discretion, rekey the locks as long as the rekeying is paid for by Resident.
8. Regularly check security devices, smoke and carbon monoxide detectors, and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
9. Immediately report to Owner, in writing (dated and signed), any needed repairs of security devices, doors, windows, smoke and carbon monoxide detectors, and any other alarm systems or detection devices, as well as any other malfunctioning safety devices in the Leased Premises, such as broken access gates, burned-out exterior lights, etc.
10. Lock doors while gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar in the Leased Premises. Don't give entry keys, codes or electronic gate cards to anyone. Close curtains, blinds, and window shades at night. Let roommates know if leaving for an extended period time.

RESIDENT IS SOLELY RESPONSIBLE FOR PERSONAL SAFETY AND THE SAFETY OF PERSONAL PROPERTY AT ALL TIMES WHILE INSIDE THE LEASED PREMISES AND THE RESIDENTIAL COMMUNITY. OWNER IS NOT PROVIDING ANY SECURITY FOR RESIDENT OR RESIDENT'S GUESTS PERSONALLY, AND DO NOT PROVIDE SECURITY FOR PERSONAL PROPERTY. ANY SECURITY SEEN AT THE RESIDENTIAL COMMUNITY, INCLUDING CAMERAS OR GATES, ARE FOR THE SOLE BENEFIT OF OWNER'S PROPERTY.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 9th day of September, 2022.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:07:51 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

SMOKE-FREE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- 1. NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Residential Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Agreement. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Residential Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Residential Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Agreement inside any apartment or building.)

- 2. DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

- 3. PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.

- 4. LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Residential Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.

Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.

- 5. NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Residential Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Residential Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Residential Community smoke-free is dependent on voluntary compliance by Resident and others.

- 6. VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Agreement or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **9th** day of **September, 2022**.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:07:57 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date

UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **September 9, 2022**, and is between the Owner of **GrandMarc** ("Owner") and **Sri Adaitya Devaguptapu**, (collectively and individually "Residents"), for the premises at **3549 Iowa Ave #4x4 Upgraded, Riverside, CA 92507** (the "Leased Premises"), which is located within **GrandMarc** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. UTILITIES. Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.

A. WATER. Water service to the Leased Premises will be provided by Owner.

B. SEWER. Sewer service to the Leased Premises will be provided by Owner.

C. GAS. Gas service to the Leased Premises will be provided by Owner.

D. TRASH. Trash service to the Leased Premises will be provided by Owner.

E. ELECTRIC. Electric service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:

6 - Allocation based on the number of persons residing in unit using a ratio occupancy formula.

3rd Party Billing Company: Conserve

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of total water use based on sub-metering of cold water
4	Flat rate per month
5	Allocation based on the number of persons residing in the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
10	Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)	

2. ALLOCATION METHODS. If an allocation method is used, Owner or Owner's billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum, as may be amended with written notice as specified above, represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. UTILITY BILLING. When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within **Seven (7)** days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.

4. UTILITY CHARGES. Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease

Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.

- 5. FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
- 6. SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.
- 7. UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent charges and then to rent.
- 8. ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "utilities".
- 9. SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract 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 Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
- 10. OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

UTILITY CHARGES					
Administrative Billing Charge	\$60.00	Late Payment Charge	\$75.00		
To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.					

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **9th** day of **September, 2022**.



Signed by Sri Adaitya Devaguptapu

Fri Sep 9 2022 07:08:12 PM PDT

Key: 7AB5E11B; IP Address: 66.215.184.162

Sri Adaitya Devaguptapu (Resident)

Date

Erika Castellon (Owner/Agent)

Date



Initial:

