

LEASE AGREEMENT

This Lease is entered into between Essex Management Corporation, a California corporation, as Agent (hereinafter "Landlord") and the following individual(s), jointly and severally (hereinafter, singularly or collectively, "Resident"): **Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena.**

- 1. LEASED PREMISES:** Landlord rents to Resident those certain premises located at **Boulevard Apartment Homes, 40001 Fremont Boulevard, Fremont, CA 94538** (hereinafter the "Property"), **40061 Fremont Boulevard #507, Fremont, CA 94538** (hereinafter "the Premises") for use as a residence and for no other purpose.
- 2. TERM & DELAY IN POSSESSION:** (a) The term of this Lease shall be for a period of **1 year**, commencing **June 9, 2016** and terminating **June 8, 2017** subject to earlier cancellation or termination as provided in this Lease and subject to the renewal provisions of "HOLDING OVER" paragraph below. (b) Resident understands that, for reasons beyond the control of the Landlord, Landlord may not be able to provide occupancy to Resident on said commencement date (if, for example, a former tenant of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date). If, for any reason, Landlord is unable to provide occupancy to Resident by the scheduled commencement date, Resident's remedy in this event shall be limited to termination of this agreement, and Resident shall in this event be entitled to a prompt refund of any moneys paid. Landlord shall have no liability to Resident in this event other than the responsibility to promptly refund any moneys paid.
- 3. RENT:** Resident shall pay to Landlord, as rent for the Premises, the sum of **\$2,451.00** each month. Said sum shall be paid in full, in advance, on or before the first (1st) day of each month at **40001 Fremont Boulevard, Fremont, CA 94538**. The office phone number is **(510) 656-9700**. Rent and all other charges due Landlord hereunder shall be payable to **Boulevard Apartments**. Payment may be made by personal check, cashier's check or money order. The normal hours to make payments in person are from **Monday through Friday, 9 am - 6 pm; Saturday, 10 am - 5 pm; Sunday, Closed**, or at such other place or in such manner as Landlord may from time to time designate. If available at the Property, the twenty-four (24) hour, seven (7) days a week rent payment drop box located at the same location may also be used. If in any month the rent is paid after the **5th** day of the month, payment must be in the form of cashier's check or money order. If Landlord serves Resident with a three (3) day notice to pay rent or surrender possession, which Landlord may do on any date after the first (1st) day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If any check given by Resident is returned unpaid by the bank upon which it is drawn, Landlord, in its sole and absolute discretion, may require that all subsequent payments for the balance of Resident's occupancy of the Premises (including the payment necessary to replace the dishonored check) be in the form of cashier's check or money order. It is Resident's responsibility to be certain that each payment is actually received by Landlord on or before its due date; Resident is encouraged to personally deliver payment to the leasing office and request a receipt. Use of a rental payment drop box is for Resident's convenience; the risk of receipt of funds by Landlord when such box is used is Resident's and not Landlord's. Rent payments shall be made without offset or deductions of any kind, except as specifically allowed by law and without demand. Rent payments or notice to the Landlord can be mailed to the above stated address. The notice or rent will be deemed to have been received by the Landlord on the date posted if the Resident can show proof of mailing to the name and address provided by the Landlord. Landlord will apply rent received first to any past delinquent rent or utility balance owed by Resident before applying said payment to current rent due unless Resident identifies at the time of payment the debt to which the payment should be applied.
- 4. SECURITY DEPOSIT:** Resident shall pay to Landlord, as security, the sum of **\$500.00** (hereinafter the "Security Deposit"). The Security Deposit shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. Resident acknowledges and agrees that: (a) after Resident has moved from and cleaned the Premises to the same level of cleanliness that existed at the time of Resident's initial occupancy, as disclosed by the Move-In Inspection Report, Landlord will determine whether Resident is eligible for a refund of any or all of the Security Deposit; (b) the amount of the refund will be determined in accordance with the following conditions and procedures: (1) after the Resident has moved from the Premises, Landlord will inspect the Premises; (2) Landlord will refund to Resident the amount of the Security Deposit less any amount needed to pay the cost of the following: (i) damages that are not due to ordinary wear and tear and are not listed on the Move-In Inspection Report (see attached Addendum "B", Cleaning Guidelines); (ii) charges for late payment of rent and returned checks; (iii) unpaid rent; (iv) unpaid utility bills and any related administrative costs; (v) charges for unreturned keys and restricted access devices not returned; (c) The deposit may be used to remedy future defaults by Resident in any obligation under the rental agreement including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; (d) Landlord agrees to provide an itemized accounting of the amount computed within twenty-one (21) days after the Resident has moved out, and returned possession of the Premises to Landlord. Resident must also return keys and give Resident's new address to the Landlord; (e) If Landlord does not have the Resident's forwarding address, the security deposit will be sent to the Resident's last known address. If resident fails to return key but relinquishes possession of the property to the Landlord, the Landlord may charge to the Resident the cost for replacement keys or locks (t)



Landlord will not apply any portion of the Security Deposit toward last month's rent or unpaid damages prior to Resident vacating the Premises; (g) Landlord's right to possession of the Premises for Resident's default of any covenant or term herein shall not be in any manner limited because Landlord holds or applies the Security Deposit, or any portion thereof; (h) subject to applicable law Landlord shall not be obligated to pay Resident interest in connection with the Security Deposit; and (i) the Security Deposit is applicable to all Residents jointly, and need not be accounted for until the permissible statutory period after such time as all Residents have vacated the Premises. Any refund due at such time will be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing the Security Deposit.



Initial(s)

5. PERMITTED OCCUPANTS: The Premises shall be occupied only by the following persons:

NAME: Monikaben S. Trivedi

NAME: Aketaben R. Patel

NAME: Sayali V. Kute

NAME: Sharma Heena

No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent.

The acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident named above, and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above in this Paragraph 5 make any claim to right of possession of the Premises, such person shall be deemed the guest or invitee of the named Resident and their claim to right of possession shall be denied. Any person named above in this Paragraph 5 who is not also named above as a Resident and/or who is not a signatory to this Lease shall be deemed to occupy the Premises under the named Resident who are signatories to this Lease and shall thus be deemed the invitee of said named Resident. Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident and does not have an independent claim to right of possession of the Premises.

6. UTILITIES:

(a) Landlord will furnish and pay for all utilities reasonably used by Resident upon the Premises, except the following: **water, sewer, trash, electricity, cable, telephone, internet, hot water energy, and gas.** Resident shall be responsible for contacting and arranging for and satisfying in full at least five (5) days prior to the due date any and all charges for utility services not furnished by Landlord and such utility charges shall be deemed to be additional rent hereunder. Landlord may discontinue service of all utilities to be furnished by Resident as of the date of Resident's move in. Resident acknowledges and agrees that failure by Resident to make necessary arrangements for Resident utility services or Resident's failure to satisfy in full any utility service arranged for by Resident could result in an interruption of those utility services to the Premises. In the event Resident fails to pay any such utility charges, Landlord may, at its option, pay such charges to retain continuing utilities service. In the event that Landlord does so, any such charges may be billed to Resident by Landlord and said billings shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. The Resident will also be subject to an additional charge of **\$35.00** for each billing cycle during which the Resident has failed to become the customer of record with the utility. This fee consists of the expenses incurred by the Landlord to communicate with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on the Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount. The failure to pay any utility bills or the failure to contact and arrange for utility services not furnished by Landlord constitutes a material and substantial breach of this Lease and shall entitle Landlord to exercise all remedies available under this Lease.



Initial(s)

(b) With respect to the utilities listed above to be paid by Landlord, Resident shall not make excessive or unreasonable use of such utilities. In the event that Resident does make excessive or unreasonable use of such utilities, Landlord may bill Resident for such excessive or unreasonable use and said billings shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing.

(c) If, in the sole discretion of Landlord, it becomes necessary or desirable to meter or sub-meter utility services to the

individual units at the Property or any portion thereof of which the Premises are a part, Landlord shall have the right to so meter or sub-meter the Premises without further notice to Resident other than that contained in this Paragraph. In the event of such individual unit metering or sub-metering, Resident shall become immediately liable for the payment of any and all utility charges made as a result of utility usage attributed to the Premises, and shall immediately pay to the utility company any deposit required as a condition precedent to the continued furnishing of such utility service to the Premises. Resident shall indemnify, defend, protect and hold harmless Landlord from payment of any and all such utility charges and deposits.

- 7. JOINT AND SEVERAL LIABILITY AND AUTHORITY:** All persons signing this Lease as Resident shall remain jointly and severally liable for all obligations arising hereunder, whether or not they remain in actual possession of the Premises. The giving by any individual Resident of a notice of termination of tenancy shall not terminate the Lease as to that Resident unless all Residents vacate the Premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Residents of the Premises, and may institute unlawful detainer proceedings against all Residents in the event that they do not restore possession of the Premises to Landlord on or before the end of the notice period. Conversely, Landlord may, at its sole option, in the event that one or more Resident gives notice but all Residents do not return possession of the Premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Residents, including the Resident giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the Premises.
- 8. NOTICES AND AUTHORIZED MANAGER:** Any notice which Landlord gives to Resident shall be deemed properly served (whether or not actually received by Resident) if served in the manner prescribed in Code of Civil Procedure Section 1162. If Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure Section 1162, but Resident actually receives the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any Resident of the Premises shall be deemed valid service upon all Residents. It is not necessary to individually serve each Resident. Resident is hereby notified that Landlord's manager, who is authorized to manage the property on the Landlord's behalf and to accept service of process, notices or demands on behalf of the Landlord, is Essex Management Corporation at **1100 Park Place, Suite 200, San Mateo, CA 94403** Attention: Operations Department. Telephone **(650) 494-3700**.
- 9. PEST CONTROL:** Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin, including bedbugs. Resident shall immediately notify Landlord of any condition in the unit indicating infestation of insects and vermin, and will be liable for any costs or damages stemming from any delay in notification Resident will also be financially responsible for costs and losses (including but not limited to lost rents, pest control services, and tenant relocation) if Resident causes or contributes to the infestation. Resident agrees to cooperate with Landlord and Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building. Cooperation may include granting access for inspections and treatments, following any and all pre-and post-treatment instructions and vacating the unit. Resident's failure to comply with pest control treatment preparation constitutes a material breach of the Lease Agreement.
- 10. LATE CHARGE AND NSF CHARGE:** Landlord and Resident agree that the actual cost to Landlord when Resident fails to pay rent on time, or when Resident pays rent by a check which is subsequently dishonored by the bank, is difficult or impossible to ascertain, but the parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity cost of the late payment, etc. The parties accordingly agree that, any time the rent for any given month is paid after the **5th** day of such month, Resident will in that month pay to Landlord's Agent, who is authorized to manage the premises, as additional rent due with the late payment, a late charge in the sum of **\$75.00**. Resident acknowledges and agrees that where Landlord does not receive payment of rent by the **5th** day of any month due to Resident's check being dishonored, or returned for Non Sufficient Funds (NSF), Resident agrees to pay a charge of **\$25.00** for the first dishonored check and **\$35.00** for any subsequent dishonored check. Both parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first (1st) day of the month and there is no grace period for the payment of rent. A three (3) day notice to pay rent or quit may be served at any time after the first (1st) business day of the month irrespective of the existence of the late charges as set forth herein.
- 11. ACCESS TO PREMISES:** The parties agree that the provisions of California Civil Code Section 1954 (and any other applicable statute or amendments which might be enacted subsequent to the execution of this Lease) govern the rights and duties relating to Landlord's access to the Premises. Landlord and Resident agree to comply with said statutory provisions with regard to permitting Landlord access to the Premises in accordance with said provisions. Resident agrees that, should Resident deny Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Lease and shall entitle



Landlord to serve Resident with a three day notice to perform or quit. The law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:

- (a) Entry is due to an emergency, surrender or abandonment of the unit, or
- (b) Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or,
- (c) Resident is present and consents to entry at the time of entry, or
- (d) To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.

12. MISSTATEMENTS ON APPLICATION: Resident has completed an application in connection with executing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Resident. It is agreed that, should Landlord, subsequently discover any misstatements of fact in the Resident's application, such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three day notice terminating the tenancy.

13. USE OF PREMISES: Resident agrees that the Premises are rented for residential use only. Resident shall not use the Premises as a business address, nor shall Resident conduct any business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident additionally agrees not to permit the Premises to be used for any illegal purpose, nor to engage in any illegal acts upon the Premises or the Property. Resident agrees not to have any illegal narcotics or other substances in the Premises or on the Property. The violation of this provision shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three (3) day notice terminating the tenancy.

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

15. CONDITION OF PREMISES-ALTERATIONS: Resident has inspected and accepts the Premises, and all improvements, furnishings and fixtures therein as being in good condition, and agrees to maintain the same in said condition. Any exceptions to Resident's acceptance of the Premises must be set forth in the Move-In Inspection Report executed by the Resident and Landlord and attached to this Lease as Exhibit 1. Resident agrees not to alter, install fixtures or improvements in, paint or redecorate the Premises or any part of the Property without the prior written consent of Landlord. Resident waives all rights to make repairs at the expense of Landlord, except and only to the extent same cannot be waived by law in which event same may only be made by Resident if reasonable prior written notice of the condition affecting the habitability of the Premises has been delivered to Landlord and such condition which requires such repairs has not been caused by Resident or any of Resident's invitees or guests. All costs of restoring the Premises or Property to its prior condition resulting from Resident's violation hereof or violation by Resident guests or invitees shall be paid by Resident within three (3) days after written demand therefore. For the purposes of safety and quiet enjoyment Resident shall not install or use portable washers or dryers on the Premises without Landlord's prior written consent.

16. LIABILITY: Landlord shall not be liable to Resident or to any guests or invitees of Resident for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other cause not directly caused by fraud, willful injury or violation of law (negligent or intentional). Resident agrees to obtain Renter's Insurance pursuant to "MANDATORY RENTER'S INSURANCE REQUIREMENT" paragraph 32 below.

Resident understands and agrees that Landlord will not have any liability for loss or damage to Resident's personal property except to the extent caused by Landlord's negligence, intentional wrongful action or violation of law. Resident agrees that the Agreement will not terminate and Landlord will not be liable for any interruption with services or accommodations to Resident caused by casualty, strike, riot, orders, acts of public authorities, acts of third parties, or any other cause beyond Landlord's control. Resident agrees to hold harmless, indemnify, and defend Landlord from liability for any claims arising out of the use, occupancy or maintenance of the Premises by Resident, except to the extent caused by



Landlord's negligence, intentional wrongful action or violation of law. This will be done at Resident's expense, and with counsel chosen by Landlord. Any insurance obtained by Resident will not be a limitation of Resident's liability, and Resident will be responsible for the payment of any deductible if there is a covered loss.

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

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

19. COMMUNITY POLICIES/QUIET CONDUCT: Resident acknowledges receipt of a copy of the Community Policies, which are incorporated into and made a part of this Lease. Resident agrees to abide by said Community Policies in all respects. Any Community Policies may be changed on thirty (30) days notice, and Resident agrees to abide by any such changes. Any failure to comply with the Community Policies by Resident or any guest(s) or invitee(s) of Resident shall be deemed a breach of this Lease. Resident agrees not to harass, annoy, vex or endanger any other person within the Property, or to create any nuisance, or disturb the peace and quiet of any other person or commit waste in or about the Premises or Property. Residents are responsible for the acts of their guests, visitors, or invitees.

20. PETS: No pets are permitted on the Property or the Premises without the prior written consent of the Landlord. Any such consent may be revoked at any time, with or without cause, by giving three (3) days written notice. Except to the extent written permission is given, pets may not be brought upon the Property or the Premises, whether such pets belong to Resident or to any other person. The presence of any pets for which written permission has not been given or which, if given, is not currently in force, even if such pets are "just visiting", shall be deemed a material breach of this Lease and shall be cause for the service of a three (3) day notice to perform covenants and conditions or quit. If, in accordance with the provisions of this paragraph a pet is permitted, Resident shall (a) pay an increase in the Security Deposit, (b) pay any applicable rent, and (c) sign a pet policy for each pet known as addendum C of this Lease, prior to any pet being allowed in the Premises or on the Property. If Resident has a pet without the written consent of Landlord as documented on such pet policy form for each pet, in addition to all other remedies of Landlord, Resident agrees to pay within three (3) days of written demand therefore any and all carpet cleaning charges, fumigation costs and any and all damages caused by unauthorized pets, even if such charges should exceed the amount of any and all deposits held by Landlord. (See attached Pet Policy Addendum.) Assistive (including companion) animals for the disabled are not considered to be pets, but do require prior written approval of management.

Resident currently has a pet? Please check: Yes No. _____



Initial(s)

Resident currently has an assistive animal? Please check: Yes No. _____



Initial(s)

21. SMOKE DETECTORS: The Premises have been equipped with a smoke detector. This smoke detector has been tested prior to Resident's move in to ensure operational performance. Resident shall not disable the smoke detector. It is the responsibility of Resident to periodically self test the smoke detector to ensure its proper operation. If the smoke detector is not operational, or if Resident is unable to self test the smoke detector, Resident agrees to notify Landlord immediately. If local law requires Landlord to test the smoke detector, the Resident shall allow the Landlord or its agent access to the Premises for that purpose. If Resident has any questions about the operation, testing or maintenance of the smoke detector device in the Premises, Resident agrees to contact the Landlord immediately.



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22. ABANDONMENT: Resident shall not vacate or abandon the Premises at any time during the term of this Lease. If Resident shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, then Landlord shall have the right to take immediate possession of and re-enter the Premises and remove any and all personal

property therein. Any Personal property left on the Premises after the premises are vacated by Resident(s) will be disposed of in accordance with California law.

23. DESTRUCTION/CONDEMNATION: If partial destruction occurs to the Premises, or to the building containing the Premises, through fire, casualty or other cause, Landlord shall make timely repairs of the same, provided that such repairs can reasonably be made within thirty (30) days under the laws of appropriate governmental entities, and provided further that the cause of casualty is covered by Landlord's insurance policies in force at the time of said destruction. Any partial destruction of the Premises shall in no way void this Lease, except Resident shall be entitled to a proportionate reduction in rent, if any, while such repairs are being made, based on the extent to which such damage and repairs shall interfere with the habitability and/or the normal use and occupancy of the Premises by Resident. Any such reduction shall be determined by Landlord in its sole and absolute discretion. Landlord retains the sole authority to determine whether the Premises are rendered uninhabitable as a result of any such partial destruction, and, in the event that the whole of the Premises are deemed uninhabitable, Landlord may terminate this Lease upon appropriate notice. If such repairs cannot be made within thirty (30) days under the laws of appropriate governmental authorities and/or are not covered by Landlord's insurance policies, this Lease may be terminated by either party upon appropriate notice. Resident shall be fully liable for all loss and/or destruction, whether partial or whole, caused by Resident or any of its invitees or guests. If any part of the Premises, or the building in which the Premises are located, shall be taken or condemned by a public or quasi-public use, then this Lease shall terminate as of the date title shall vest in the condemner.

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

25. RENT AMOUNT CHANGES: Landlord may upon reasonable notice change the amount of rent upon delivery of written notice to Resident. If the term provided in Paragraph 2 above is stated other than month to month, the amount of rent will remain unchanged until expiration of said term.

26. VEHICLES: Resident agrees to park vehicles only in the parking spaces assigned to the Premises, and designated open space parking areas, or on the public street. Resident shall not back into parking stalls. If Resident, its invitees or guests park in an unassigned space or red zone any such vehicle may be towed without notice or warning. No motor vehicle, nor any part thereof, shall be placed in any enclosed building within the Property. Resident shall not keep any inoperable vehicle upon the Property for more than twenty-four (24) hours. Resident shall not perform maintenance work on vehicles while on the Property. Resident may not wash vehicles unless there is a designated area for washing vehicles at the Property. Without the prior written consent of Landlord, parking spaces shall be used only for the parking of passenger automobiles or light utility vehicles used for the personal transportation of Resident. There shall be no parking of other trucks, trailers, recreational vehicles or boats in any such stall or space and any such vehicle whose ownership is unknown, or which is not moved on demand may be towed away and stored at vehicle owner's expense. Landlord reserves the right to request proof of insurance when assigning parking spaces to Resident to ensure that only Resident vehicles are being housed. No storage of vehicles is allowed. Current and updated license tags are required at all times. Resident shall obtain parking authorization for each vehicle that it owns and intends to park on the Property. Vehicles that do not have current parking authorization may be subject to towing at the vehicle owner's expense if they appear to be: (a) inoperable; (b) abandoned; or (c) not owned by a current Resident. Automobiles will be conclusively determined inoperable or abandoned if anyone of the following occurs: (i) the automobile is not currently registered as evidenced by a license plate sticker or registration, (ii) the vehicle remains in the same parking space for more than two (2) weeks, or (iii) the physical condition of the automobile would render it inoperable (e.g. multiple flat tires, etc.). Vehicles that do not have current parking authorization will be determined to be not owned by a current Resident. Vehicles with parking authorization may be subject to towing at the vehicle owners' expense if they are deemed inoperable or abandoned as outlined above. Landlord reserves the right to make special arrangements with other tenants of the Property for parking vehicles.

27. FACILITIES USE: Resident recognizes that the Property may have facilities, areas and amenities that may be hazardous for persons not complying with the rules and regulations of the Property. Such facilities, areas and amenities may include but are not limited to: (a) swimming pools and/or spas without supervision or lifeguard; (b) fountains and/or ponds; (c) open balconies or verandas; (d) recreation room and office; (e) sprinklers and other landscape maintenance



devices; (f) sidewalks and walkways; (g) stairways and/or elevators; (h) parking lots; and (i) tanning beds. Refer to Addendum H, Community Policies, for additional limitations.

28. REGISTERED SEX OFFENDERS NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. 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.

29. SATELLITE DISHES: Landlord will permit Resident to install one (1) satellite dish for personal, private use on the Premises under the following conditions:

1. The satellite dish must be one (1) meter or less in diameter;
2. The satellite dish may only be installed on the inside balcony, patio or terrace that is under the exclusive control of Resident. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing. Allowable locations may not provide an optimal signal, or any signal. Landlord does not warrant that the residential unit will provide a suitable location for receiving a satellite signal;
3. Resident is specifically prohibited from making physical modifications to the Premises and is prohibited from installing said satellite dish in the common areas of the Property, including, but not limited to, outside walls, roofs, window sills, common balconies or stairways;
4. Resident shall not install said satellite dish in a manner which causes physical or structural damage to the Premises, excluding ordinary wear and tear, including, but not limited to, holes drilled through exterior walls;
5. Resident shall install, maintain and remove said satellite dish in a manner, which is consistent with industry standards.
6. Resident shall indemnify, protect and defend Landlord against, and hold Landlord harmless from, all claims, losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees and expenses and court cost, relating to any personal injury or property damage arising from the installation, operation, maintenance and/or removal of said satellite dish.
7. If applicable, Resident shall provide Landlord with a copy of any liability insurance coverage maintained by Resident for said satellite dish. Landlord reserves the right to require that such insurance shall name Landlord as an "additional insured."

Initial(s)

30. OPTION TO TERMINATE: Resident is expected to remain a Resident for the entire term specified in this Lease. If Resident fails to do so, Resident will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the Lease term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes the Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and it is difficult to estimate.

To avoid this uncertainty, Resident may choose to exercise an early termination option. Resident may choose to pay a flat fee in advance to terminate the lease early, rather than remaining liable for rent due through the end of the lease term. To exercise this option, Resident must deliver to Manager:

- a written notice stating that Resident has elected to exercise this option;
- an early termination option fee of **\$2,451.00**. and reimbursement of all move-in concessions;
- rent and other amounts due through the accelerated termination date.

When Landlord has received the written notice and payment, and has signed the notice, the Lease termination date will be amended. The new termination date will be the date specified in the notice which must be at least thirty days after the written election and payment are given to Landlord. Exercise of the early termination option will affect only Resident's rent obligations after the accelerated termination date; Resident must comply with all other Lease obligations.

The notice will not accelerate the termination date if:

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

31. HOLDING OVER: Unless another Lease is signed by the parties hereto or unless written notice of election not to renew is given by either party thirty (30) days before the expiration of this Lease, this Lease shall be automatically renewed on a month-to-month basis, subject to amendment by Landlord as set forth in California Civil Code Section 827 and terminable by either party on thirty (30) days written notice in accordance with the



provision of California Civil Code Section 1946.



Initial(s)

32. MANDATORY RENTER'S INSURANCE REQUIREMENT: Landlord does not insure Resident's personal property or actions and if the Premises or Property are damaged because of the actions of Resident or Resident's guest, Resident is financially responsible for the damage.

(*If checked*) Resident's purchase of renter's insurance is **mandatory** under the Agreement and the following provisions will apply.

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



Initial(s)

33. UNENFORCEABLE PROVISIONS: If any provision of the Lease shall be held by a Court of competent jurisdiction to be void or unenforceable, the balance hereof shall nevertheless be carried into effect.

34. NON-DISCRIMINATION: There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, immigration status, citizenship, primary language, handicap, disability or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees of the Premises.

35. INDEMNITY AND HOLD HARMLESS: Resident agrees to indemnify, defend, protect and hold harmless Landlord and its agents from and against any and all claims or loss for damage to property and injury or death to persons or for any expenses incurred in connection therewith, including, without limitation, attorneys' fees and costs and court costs, caused by the negligent or intentional acts or omissions of Resident or its guest(s) or invitee(s) occurring on or within the Premises and/or the Property. All personal property placed by Resident in any public or private storeroom within the Property is so placed at Resident's sole risk, and Landlord shall have no liability for any loss or damage of or to said property whatsoever. Landlord shall not insure personal property of Resident. Resident agrees to obtain Renter's Insurance pursuant to "MANDATORY RENTER'S INSURANCE REQUIREMENT" Paragraph 32 above.

36. PREVAILING PARTY: In the event any legal action is commenced by either party to enforce the terms of this Lease, the prevailing party shall be entitled to all reasonable attorneys' fees incurred in connection therewith; provided that the amount of such attorneys' fees that any such prevailing party may be entitled to shall not exceed the sum of One Thousand Dollars (\$1,000).

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

38. TIME IS OF THE ESSENCE: Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.

39. ENTIRE AGREEMENT: This Lease and any addenda sets forth the entire agreement between the parties with respect



to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Resident hold over after the expiration of the Lease term on a month to month holdover basis, Landlord may change any provision of this Lease without the consent of Resident in the manner prescribed by California Civil Code Section 827.

40. SIGNATORIES: The undersigned Residents, whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising hereunder (see "JOINT AND SEVERAL LIABILITY AND AUTHORITY" Paragraph above). This Lease shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Resident to occupy the Premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Resident shall be fully liable for all obligations arising hereunder, and Landlord may enforce the provisions of this Lease as against Resident if, for any reason or by any means, Resident obtains occupancy to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

41. PEST CONTROL SERVICE: Resident understands and agrees that Landlord has contracted with a registered structural pest control company to provide pest control services to the Premises on a periodic basis. Resident hereby acknowledges that Resident has been given written notice regarding the use of said pesticides on the Premises, as provided for under Section 8538 of the Business and Professions Code and Section 1940.8 of the California Civil Code.

Initial(s)

42. SURRENDER: Upon expiration or termination of this Lease, Lessee shall vacate and surrender the Premises to Landlord vacant of all occupants and in the condition required to be maintained under paragraph 4. Lessee shall also return all keys and remote access devices (if applicable) to Landlord or pay Landlord's then applicable charge for non-returned keys and remotes (if applicable). With respect to any personal property remaining on the Premises after the expiration or termination of this Lease, Landlord may dispose of the personal property as allowed by law.

43. ADDENDA: The Addenda outlined below have been reviewed and signed by Resident. The Addenda are executable as part of this Lease.

California's Proposition 65 Warning Brochure
Key Policy
Mold Addendum
Mold And Mildew Tips
Pool, Spa and BBQ Areas Rules
Resident Maintenance/Courtesy Patrol Services Policies
Preventative Maintenance
Addendum B - Cleaning Guidelines
Addendum F - Utilities Addendum
Addendum H - Community Policies
Lead Addendum

Asbestos Addendum
Bedbug Acknowledgment
Essex Crime Free Addendum
No Smoking Addendum
Package Pick-up Policy
Pesticide Notice/Disclosure
Recreational Facilities Agreement
Resident Parking Authorization
Satellite Indemnification Agreement
Local Jurisdiction Addendum

Resident acknowledges receipt of the above Addenda. Initial Below:

Initial(s)

RESIDENT UNDERSTANDS THAT THE "HOLDING OVER" PARAGRAPH ABOVE MAY CONTAIN PROVISIONS UNDER WHICH THIS LEASE MAY AUTOMATICALLY RENEW FOR ANOTHER TERM. IF THE "HOLDING OVER" PARAGRAPH INDICATES THAT THIS LEASE WILL AUTOMATICALLY RENEW, RESIDENT INTENDS TO VACATE AT THE END OF THE INITIAL TERM, OR ANY RENEWAL TERM, RESIDENT MUST PROVIDE LANDLORD WITH WRITTEN NOTICE OF RESIDENT'S INTENT TO VACATE AT LEAST THIRTY DAYS BEFORE THE END OF THE INITIAL TERM, OR ANY RENEWAL TERM.



Initial(s)

Monikaben S. Trivedi (*Resident*)

Date

**Signed by Sayali V. Kute**

Mon May 9 12:01:04 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (*Resident*)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016

The individual, whose signature is above, is authorized to manage the Premises on behalf of Essex Management Corporation, the agent for the Property owner, along with other personnel of Property owner's affiliated entities, and can be reached at the following address and telephone number:

40001 Fremont Boulevard, Fremont, CA 94538
(510) 656-9700



CALIFORNIA'S PROPOSITION 65 WARNING BROCHURE

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

Certain types of chemicals may be found within this residential community. This brochure provides you with information on what chemicals may be present and what your exposures to them might be. More information on specific exposures has been provided to tenants and is available at www.prop65apt.org.

Warning

This Facility Contains Chemicals Known to the State of California To Cause Cancer and/or Birth Defects Or Other Reproductive Harm. Including Without Limitation, Tobacco, Smoke and Materials, Used in The Construction of The Building.

Second Hand Tobacco Smoke and Tobacco Products.

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

Furnishings, Hardware, and Electrical Components.

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

Combustion Sources.

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

Construction and Maintenance Materials.

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

Certain Products Used In Cleaning And Related Activities.

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

Swimming Pools and Hot Tubs.

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

Paint and Painted Surfaces.

Certain paints and painted surfaces may contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures.

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



structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping.

Pests control and landscaping products used to control insects and weeds may contain resmethrin, mycobutonil, triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

Sources of Chemical Exposures

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

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

RESIDENTIAL COMMUNITY NO GARAGE

WARNING

This residential community and area contains chemicals known to the state of California to cause cancer and birth defects or reproductive harm, including without limitation, tobacco smoke and materials used in the construction of the buildings. More information on specific exposures has been provided to tenants and is available at www.prop65apt.org.

RESIDENTIAL COMMUNITY WITH GARAGE

WARNING

This residential community and area contains chemicals known to the state of California to cause cancer and birth defects or reproductive harm, including without limitation, tobacco smoke, carbon monoxide and materials used in the construction of the buildings. more information on specific exposures has been provided to tenants and is available at www.prop65apt.org.

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

Monikaben S. Trivedi (Resident)

Date



Signed by Sayali V. Kute

Mon May 9 12:01:23 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

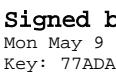
Signed by Aketaben R. Patel

Thu May 5 09:54:55 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date



Signed by Sharma Heena

Mon May 9 12:03:33 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

KEY POLICY

KEYS ISSUED AT MOVE-IN:

UNIT KEYS : _____
 MAILBOX KEYS : _____
 POOL KEYS : _____
 FITNESS KEYS : _____
 MAILBOX KEYS : _____
 ACCESS CARDS : _____
 ACCESS CARD NUMBERS: _____

KEYS RETURNED AT MOVE-OUT:

UNIT KEYS : _____
 MAILBOX KEYS : _____
 POOL KEYS : _____
 FITNESS KEYS : _____
 MAILBOX KEYS : _____
 ACCESS CARDS : _____

Should you lose or fail to return any of these keys, you will be charged **\$25.00 per unit key, \$25.00 per mailbox key, \$20.00 per pool key, \$5.00 per fitness key, \$5.00 per mailbox key, and \$25.00 per access card.**

If you are locked out of your residential unit during business hours, there is no charge to check out a key from **Boulevard Apartment Homes** office. In the event you are locked out of your residential unit after business hours, please call a locksmith.

We know you will enjoy your new home at **Boulevard Apartment Homes**. If you have any questions or concerns, please do not hesitate to call us at (510) 656-9700.

I/We have received the following items listed above. I/We understand that they are my responsibility and shall not to be duplicated. I/We will need to return any items at move-out and understand that all items not returned at move-out will be my/our financial responsibility.

Monikaben S. Trivedi (Resident) Date
 **Signed by Sayali V. Kute**
 Mon May 9 12:01:39 PM PDT 2016
 Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident) Date

Aketaben R. Patel (Resident) Date
 **Signed by Aketaben R. Patel**
 Thu May 5 09:55:09 PM PDT 2016
 Key: B621044C; IP Address: 67.170.246.215

Sharma Heena (Resident) Date
 **Signed by Sharma Heena**
 Mon May 9 12:03:57 PM PDT 2016
 Key: 77ADA086; IP Address: 67.170.246.215

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



LEASE ADDENDUM G

LEASE ADDENDUM - MOLD NOTIFICATION

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

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

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Management Staff any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Management Staff of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Management Staff any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Management Staff to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing until all steam dissipates (generally 15 minutes after shut off water) and to report any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care during inclement weather to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, window sills, floors, counters and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Management Staff of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident shall not (1) bring any personal property into the unit that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows, (2) stack items against walls in a manner that decreases air circulation and may lead to mold, (3) maintain an excessive number of indoor plants or (4) maintain a fish tank or other water filled container without Landlord's written consent.
12. If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Resident agrees to clean the area with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. If Resident is unable or unwilling to clean the area, Resident will promptly notify Landlord so that Landlord can clean area.
13. If elevated mold levels may exist at the property, Resident agrees to temporarily vacate the unit to allow for investigation and remediation, to control water intrusion, or allow other repairs to be made to the unit, if requested by Landlord. Resident agrees to comply with all instructions and requirements necessary to prepare the unit for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident's responsibility unless the elevated mold growth was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware. Resident agrees to provide Landlord with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the unit as soon as Resident obtains them.
14. Resident shall indemnify, defend, protect and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees and costs that the Owner/Agent may sustain or incur as a result of the negligence or willful misconduct of the Resident or any guest or other person living in, occupying, or using the premises, or as a result of the Residents failure to comply with the lease agreement and/or any addendums thereto,



including, without limitation, any matters referred to in Exhibit "A" attached hereto and made a part hereof.

- 15.** Resident agrees to pay for the remediation of any mold caused by Residents negligence or failure to comply with the lease agreement and addendums thereto.
- 16.** Resident acknowledge receiving "Tips for Preventing Mold and Mildew," a copy of which is attached hereto as Exhibit "A" and made a part hereof.



Signed by Aketaben R. Patel

Thu May 5 09:55:28 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Monikaben S. Trivedi (*Resident*)

Date

 **Signed by Sayali V. Kute**

Mon May 9 12:02:01 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (*Resident*)

Date



Signed by Sharma Heena

Mon May 9 12:04:41 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (*Resident*)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



EXHIBIT "A" TO LEASE ADDENDUM - MOLD NOTIFICATION**TIPS FOR PREVENTING MOLD AND MILDEW**

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize mold and mildew build up in your residential unit.

You can help minimize mold and mildew growth in your residential unit by taking the following actions:

- Open windows frequently when the weather is dry to allow an exchange of air and permit the introduction of sunlight throughout your residential unit. It may help if you run the fan on your furnace to circulate fresh air through your residential unit during these times.
- In damp or raining weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50 degrees and 80 degrees Fahrenheit within your residential unit at all times.
- Clean and dust your residential unit on a regular basis as required by your lease. Regular vacuuming, mopping and use of environmentally safe household cleaners are important to remove household dirt and debris that mold feeds on.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, and windowsills.
- Use any pre-installed bathroom fan when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- Limit houseplants to a responsible number to keep the moisture level in your residential unit at a minimum.
- Ensure that your clothes dryer vent is properly connected and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- If you live in a humid climate, the use of a personal dehumidifier will help regulate humidity levels in your residential unit and create a more comfortable environment.
- Thoroughly dry any spills on carpeting.
- Do not overfill closets or storage areas.
- Do not allow damp or moist stack of clothes or other cloth or paper materials to lie in piles for an extended period of time.
- Immediately report to the management office any evidence of a water leak or excessive moisture in your residential unit, storage room, garage, or any common area.
- Immediately report to the management office any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold or mildew that reappears despite regular cleaning.
- Immediately report to the management office any failure or malfunction with your heating, ventilation or air-conditioning system. As your lease provides, do not close or cover any of the heating, ventilation or air-conditioning ducts in your residential unit.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your residential unit.



POOL, SPA AND BBQ AREAS RULES

Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena

40061 Fremont Boulevard 507

Fremont, CA 94538

By signing this agreement Resident(s), agree to follow and abide by the pool, spa and BBQ area rules, which are listed below.

Glass or breakable objects are not permitted in the pool, spa, and BBQ areas. All persons using the BBQ grill must clean it for the next use and remove all garbage from this area. Alcohol is not permitted at any time in these areas. Pets are also not permitted at any time in these areas. (Assistive animals for the disabled are exempt from this rule, with the exception that animals of any kind are not permitted in the pool at any time due to health and safety reasons.)

There is no lifeguard on duty. Residents are responsible for their own safety.

Residents are allowed up to two (2) guests per residential unit to use the pool and spa areas. Residents must accompany their guests when using the facilities. Person using suntan oil must shower off before using the pool or spa. There is no running in the pool, spa, or BBQ areas. Noisy or boisterous conduct of any kind is not permitted in the pool or spa areas. Smaller flotation devices are allowed in the pool. Large rafts or boats are not permitted in the pool. Excessive noise and loud music in the pool, spa and BBQ areas are not permitted in the pool and spa. Incontinent persons must wear waterproof undergarments when using the pool and/or spa. Notify management if someone has had a fecal accident in the pool or spa. Also, notify management immediately if anyone develops a gastrointestinal illness that may have been related to a swimming pool or spa incident.

Monikaben S. Trivedi (Resident)

Date

Signed by Sayali V. Kute

Mon May 9 12:02:22 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

Signed by Aketaben R. Patel

Thu May 5 09:55:45 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date

Signed by Sharma Heena

Mon May 9 12:04:57 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RESIDENT MAINTENANCE / COURTESY PATROL SERVICES POLICIES

Maintenance Services

Boulevard Apartment Homes - (866) 214-8771

Our Maintenance Services are available to our Residents **Monday -Friday 9am-6pm, Saturday 10am-5pm** Maintenance services includes repairs in your residential unit such as: appliance repairs, plumbing repairs, leak repairs, electrical repairs, ceiling fan/bathroom fan/heater/air conditioner repairs, door lock, window lock repairs. Maintenance/Management does not perform after hours lockout duties.

What you are responsible for:

Residents are responsible for replacement of light bulbs in their residential unit with the exception of the kitchen light fixture and any fluorescent tube bulbs. Residents are also responsible for the replacement of smoke detector batteries (9 volt). As a courtesy, our technicians will install light bulbs and smoke detector batteries **but the Resident must supply them**. We only change smoke detector batteries in all of your smoke detectors in your residential unit all at once. So if you have four smoke detectors in your residential unit, have four 9 volt batteries waiting for our technician in your residential unit.

We do not perform after hours lockout services (once the Management Office is closed, we will not respond to lockout calls).

24 Hour Maintenance Emergency Service

After Hours Maintenance Emergency Number: (866) 214-8771

Our maintenance technicians are also available 24 hours a day for maintenance emergencies.

WHAT IS A MAINTENANCE EMERGENCY? A maintenance emergency is classified as the following:

- **An Emergency is:** a serious water leak, plumbing leak, or flooding in your residential unit. Small leaks/water dripping slowly under sinks **are not emergencies**. Put a bowl or a bucket to catch the drips, call the management office and leave a service request on the voicemail (make sure to give permission to enter your unit). Our maintenance technicians will take care of the request on their next working day.
- **An Emergency is:** if you only have one toilet in your residential unit and your toilet is not working or is overflowing. Please try using a plunger to unclog toilets before calling the maintenance emergency pager.
- **An Emergency is:** if your front door, sliding glass door or windows will not lock or are broken.
- **A lockout is not a maintenance emergency.**

Courtesy Patrol

Orion Security

Our Courtesy Patrol Services are available **6:00 p.m. - 6:00 a.m.** If you have a concern after our normal business hours, please contact **Orion Security at (408) 287-4411** for assistance.

By signing below, Resident(s) acknowledges and agrees to the Resident Maintenance and Courtesy Patrol Services policies at Boulevard Apartment Homes.



Monikaben S. Trivedi (Resident)

Date



Signed by Sayali V. Kute

Mon May 9 12:02:36 PM PDT 2016
Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



Signed by Aketaben R. Patel

Thu May 5 09:56:08 PM PDT 2016
Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date



Signed by Sharma Heena

Mon May 9 12:05:15 PM PDT 2016
Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date



Preventive Maintenance

Dear Residents:

We encourage you to assist us in a Preventative Maintenance Program regarding your home at Boulevard Apartment Homes. You can help us to keep all aspects fully functional by focusing on some problem areas:

Bathroom Tile: Mold and mildew build-up may be caused by lack of ventilation in your bathroom. Make sure to leave the bathroom door open daily to keep the walls and ceiling free of moisture. To clean the walls and ceiling: use soapy water with a little bleach added and wash vigorously. After the areas are dry, spray weekly with Lysol (an antibacterial spray) to prevent it from returning. If you suspect a leak as the cause, please report it to the Management Office immediately.

Garbage Disposal Use: To keep your disposal in good working condition, run a full stream of cold water while using the disposal and also for a few seconds afterward. You can occasionally sharpen the blades by running the disposal with a couple of ice cubes in it.

Some items that should never be put into the disposal are: Coffee grounds, egg shells, tea bags, celery, artichoke leaves, candles, utensils, bones, corn husk, chicken skin, rice, beans.

Sinks/Drains: Problems can result when the wrong things are poured down your drains. Keep your drains clear by not using:

- Grease: Grease should be collected in a container and put in the garbage can.
- Paper towels/rags: Discard these items in the garbage. Do not put in toilet.
- Toilet paper in toilet: Placing large amounts of toilet paper in the toilet does not give it time to dissolve, resulting in overflows.
- Motor oil or lubricating oils: Gas stations will accept used oils for recycling.
- Excess hair: Remove hair from sink or tub; do not rinse down the drain.

Microwaves: Do not put anything metal in microwaves. This would include spoons, pots and pans with metal trim, recycled paper towels which have trace metals, aluminum foil, metal twist ties, poultry pins, meat thermometers, and also some styrofoam plates which may have trace metals.

Please keep these items in mind and call if you suspect a problem. We appreciate your help in maintaining the daily functions of your home!

Sincerely,

Boulevard Apartment Homes Management

Monikaben S. Trivedi (*Resident*)

Date



Signed by Sayali V. Kute

Mon May 9 12:02:50 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (*Resident*)

Date



Signed by Aketaben R. Patel

Thu May 5 09:56:26 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215



Signed by Sharma Heena

Mon May 9 12:05:33 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (*Resident*)

Date

Date



ADDENDUM B - CLEANING GUIDELINES

Estimated Cleaning and Repair Charges

If, prior to moving out, Resident does not clean Premises to the same level of cleanliness as received and leave them in the condition presented to them on move-in, normal wear and tear excepted, the cost to repair and/or clean will be deducted from Resident's security deposit. If Resident's security deposit is insufficient to cover the charges, the amount will be billed to Resident and will be payable within three (3) days of the billing. Resident will be charged the actual cost of repairs; the following prices are estimates and guidelines only. If Landlord/Agent incurs a higher cost for cleaning or repairing an item, the Resident will be responsible for paying the actual higher cost. Please note that this is not an all-inclusive list; the Resident may be charged for cleaning or repairing items that are not listed.

Residential Unit Clean	Carpet Clean		Painting by Vendor		Painting by Staff	
1 x (1-1.5)	\$75-\$125	1 x (1-1.5)	\$45-\$80	1 x (1-1.5)	\$140-\$1250	1 x (1-1.5)
2 x (1-2.5)	\$80-\$160	2 x (1-2.5)	\$45-\$110	2 x (1-1.5)	\$135-\$1740	2 x (1-1.5)
3 x (1-2.5)	\$95-\$165	3 x (1-2.5)	\$85-\$120	3 x (1-1.5)	\$195-\$1975	3 x (1-1.5)
Studio	\$45-\$125	Studio	\$35-\$85	Studio	\$95-\$535	Studio

Painting

If Landlord determines that it is reasonably necessary to paint all or part of the rental premises at the end of Resident's tenancy, other than to remedy ordinary wear and tear, Resident shall be charged the cost of such painting, prorated based on an amortized period of 3 years.

Estimated Miscellaneous Charges

If additional service is required or items missing or damaged to the point that they must be replaced when Resident(s) moves out, Resident will be charged for the current cost of replacement, including labor and service charges.

A representative list of replacement charges is provided below. Resident will be charged the actual cost of repairs; the following prices are estimates only. If Landlord/Agent incurs a higher cost for replacing an item, the Resident will be responsible for paying the higher cost. Please note that this is not an all-inclusive list; Resident may be charged for the replacement of items that are not on the list.

Patio Glass Doors	\$150-\$350	Ice Tray	\$2-\$10	Doors (int/ext)	\$40-\$375
Window Glass	\$75-\$150	Drip Pan Rings	\$2-\$10	Counter Top Refinishing	\$100-\$200
Carpet Screens	\$35-\$75	Mail Box Key	\$15-\$35	Door Keys	\$25-\$100
Light Bulbs	\$2-\$5	Door Lock Set	\$35	Garage Opener	\$25-\$100
Window Screens	\$15-\$25	Refrigerator Shelves	\$25-\$40	Access Cards	\$50-\$75
Mirrors	\$50-\$350	Vertical Blinds	\$25-\$60	Shower Rods	\$5-\$20
Shower Doors	\$150-\$350	Mini Blinds	\$5-\$76	Light Fixture	\$75-\$100
Towel Rack	\$10-\$20	Smoke Detector	\$32	Ceiling Fan	\$75-\$100
Broiler Pan Set	\$35	Tiles/each	\$5-\$10	Haul Trash per load	\$10-\$29 per hr
Contact Paper Removal	\$10-\$29 per hr	Fumigation	\$50-\$100	Switch Plates	\$2
Vertical Blind Cleaning	\$20	Stove Burner Ring	\$2.50/each	Garage Cleaning	\$50-\$100
Garage Door	\$200-\$500			Fire Extinguisher	\$50-\$75

Carpet:

If Landlord determines that it is necessary to repair or replace the carpet at the end of Resident's tenancy, other than to remedy ordinary wear and tear, Resident shall be charged the cost of repair or replacement, prorated based on an amortized period of 5 years. Resident acknowledges and agrees that, due to inability to color match new and existing carpeting, it is often necessary to replace the carpet in the entire unit even if stains or other defective conditions are not present in every room, and Resident will be responsible for payment of the cost of the entire replacement, less any depreciation.

General Labor/Cleaning:

General cleaning and other services will be assessed at \$10-\$29 per hour, including but not limited to labor for trash removal, washing of walls, doors, doorframes, switch plates, shelving, heat registers, removing contact paper, cork, mirrors, hooks, wallpaper and any other miscellaneous cleaning or repair services, other than that required to remedy damage caused by ordinary wear and tear. Resident agrees that damages or cleaning due to smoke from any source, including cigarettes, shall not be considered normal wear and tear and that Resident shall be liable for all such charges related to smoke, including sealing of walls or floors and extra cleaning and painting.



Note:

Nothing herein shall be construed as a limitation upon Landlord's rights to pursue a claim for damages not specifically listed herein.

Monikaben S. Trivedi (Resident) *Date*



Signed by Sayali V. Kute

Mon May 9 12:10:11 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident) *Date*

LANDLORD:
Essex Management Corporation, a California corporation, as Agent

By:

Print Name: Property Manager Title: Community Manager Date: May 4, 2016

Aketaben R. Patel (Resident) *Date*



Signed by Aketaben R. Patel

Thu May 5 09:56:46 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Sharma Heena (Resident) *Date*



Signed by Sharma Heena

Mon May 9 12:05:46 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215



Addendum To Lease For Unit Number **507****ADDENDUM F - UTILITIES ADDENDUM**

This addendum ("Addendum") dated **June 9, 2016** is attached to and made a part of the lease dated **June 9, 2016** (the "Lease") by and between **Essex Management Corporation**, as agent for owner of the Residential Units ("Landlord"), and **Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena** ("Resident") for unit number **507** (the "Unit") in **Boulevard Apartment Homes** (the "Property").

Resident agrees to the billing described below for each of the following utilities and services (check only if applicable): Water; Sewer; Trash; Energy; (all of such checked utilities and services are collectively referred to as the "Utilities"). The responsibility for the utilities and services not checked above as well as for those utilities and services not specifically identified above shall be governed by the terms of the Lease and referred to below as "direct-bill utilities". During the lease term, which such term may be extended, or which period of occupancy of the premises by Resident may be extended beyond the term of the Lease i.e. month-to-month, Landlord is authorized to bill Resident for, and Resident agrees to pay, a portion of the monthly bills for the Utilities for the Property as follows:

1. Resident's monthly rent under the Lease does not include a charge for the Utilities. Instead, for the Utilities, Resident shall pay a monthly amount stated in a separate bill received by Resident from Landlord or a third party billing service provider designated by Landlord ("Utility Bill"). Utility bills for those utility services to be paid by Resident pursuant to this Addendum that are not established directly between the Resident and the utility provider, will be issued by **American Utility Management (AUM)** (a Third Party Billing service Provider). Landlord reserves the right to change the third party billing service provider and the method of billing with thirty (30) days written notice to Resident.
2. The water portion of the Utility Bill shall be based on actual bills for the Property's Utilities. These may include, but not limited to, storm water charges, water or sewer related charges contained on tax bills and all charges contained on utility bills received from the local water and sewer providers. These Utilities are allocated to Resident pursuant to an allocation formula based on 100% of the square footage of the premises as a percentage of all occupied residential square footage. A Common Area Deduction of **20%** is deducted from the sum of the master water and sewer bills for the water expense associated with any common laundry facilities, irrigation, pools, fountains, etc. Actual percentages attributable to common area are difficult to ascertain and therefore Resident agrees that **20%** for water is a reasonable deduction. Landlord reserves the right to change the method of billing with thirty (30) days written notice to Resident.
3. The sewer portion of the Utility Bill shall be based on actual bills for the Property's Utilities. These may include but not limited to, storm water charges, water and sewer related charges contained on tax bills and all charges contained on utility bills received from the local water and sewer providers. These Utilities are allocated to the Resident pursuant to an allocation formula based on the number of units at the Property and will be divided equally among all units at the property. Landlord reserves the right to change the method of billing with thirty (30) days written notice to the Resident.
4. The trash portion of the Utility Bill shall be based on actual bills for the Property's Utilities. These Utilities are allocated to Resident pursuant to an allocation formula based on the number of units at the Property and will be divided equally among all units at the property. Landlord reserves the right to change the method of billing with thirty (30) days written notice to the Resident.
5. The energy to heat the hot water portion of the Utility Bill shall be based on actual bills for the Property's Utilities related to the hot water, which may include gas, electricity or some combination. The energy portion of the Utility Bill will be allocated to Resident pursuant to an allocation formula based on 100% of the number of residents in your unit as a percentage of all the residents at the Property. A Common Area Deduction of **10%** is deducted from the sum of the master energy bill. Actual percentages attributable to common area are difficult to ascertain and therefore Resident agrees that **10%** for energy is a reasonable deduction. Landlord reserves the right to change the method of billing with thirty (30) days written notice to Resident.
6. Payment of the Utility Bill is due as noted on each Utility Bill. Unless otherwise provided, Resident agrees to pay the Utility Bill monthly at the location identified on such Utility Bill. Resident agrees to pay a monthly invoice service fee, of **\$3.73**, which fee, shall be included on each Utility Bill received by Resident. A late fee, not to exceed **\$9.00** per month will be assessed on any delinquent utility bills. A **\$25.00** fee will be assessed



for any checks returned from the bank due to non-sufficient funds in addition to the **\$9.00** late fee. The monthly service fee, late fee and non-sufficient fund fees maybe increased with thirty (30) days written notice to Resident.

7. Resident represents that all occupants that will be residing in the Premises are accurately identified in the Lease. Resident agrees to promptly notify Landlord of any change in such number of occupants.
8. To the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the Lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to bring a summary proceeding for eviction against Resident and the right to impose late fees and other related charges and fees) as if Resident had been delinquent in Resident's payment of rent.
9. Upon vacating, a final bill will be issued by either the third party billing service provider or Management. The cut-off date for this bill will be the date that Resident is scheduled to surrender possession of the Premises to Management, or the date Resident vacates, whichever is later. To the extent permitted by law, Resident acknowledges and agrees that any unpaid Utility Bill, together with the amount of the final bill, may be deducted from the security deposit, as additional rent, at the termination of the Lease.
10. Landlord is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to the Premises, except to the extent any resulting loss or damage was the direct result of negligence of Landlord. Resident releases Landlord from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the Premises due to such outages, interruptions, or fluctuations, except to the extent any resulting losses or damages are the direct result of the negligence of Landlord.
11. Resident understands and agrees that continued occupancy of the Premises when electricity, natural gas, water, or sewer services have been discontinued is hazardous. Resident agrees not to terminate, cut off, interrupt, interfere with, or discontinue supplying electricity, natural gas, water or sewer services to the Premises. Resident shall not tamper with, adjust, or disconnect any utility sub metering system or device. Violation of this provision is material breach or default of this addendum and the Lease and shall entitle Landlord to exercise all remedies available under the Lease.
12. Resident agrees to allow Landlord or a billing service provider designated by Landlord access to read the submeter for Resident's Premises, if any. There are different methods of accessing the submeters; however, none will unreasonably interfere with Resident's use of enjoyment of the Property.
13. Resident agrees that Resident may, upon a minimum of thirty (30) days prior written notice from Landlord to Resident, 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."
14. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

Monikaben S. Trivedi (Resident) Date



Signed by Sayali V. Kute

Mon May 9 12:10:35 PM PDT 2016
Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident) Date

Signed by Aketaben R. Patel
Thu May 5 09:57:04 PM PDT 2016
Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident) Date

Signed by Sharma Heena
Mon May 9 12:06:07 PM PDT 2016
Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident) Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent



By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



ADDENDUM H - COMMUNITY POLICIES

- 1. Noise Control:** Community living makes it necessary that each Resident consider his/her neighbors. Excessive noise and loud music or television in residential units, hallways, parking lots, or common areas is not permitted at any time. Noise which can be heard outside of the Premises shall be considered excessive.
- 2. Balconies, Patios, Windows & Doors:** No objects of any kind are to be set on balcony ledges. No alterations or attachments of any kind are to be placed on or affixed to any portion of the exterior building. Any type of objects which may deface the building are not permitted. Such objects include but are not limited to, screens, screen doors, towels, wearing apparel, posters, flags, signs, stickers and aluminum foil.
- 3. Use & Care of Premises & Equipment:** It is the responsibility of each Resident to treat and use all equipment and the premises as if it were his or her own. You, as the Resident, are responsible for all damage to the premise, fixtures, appliances and common areas caused by lack of reasonable care by you or your guests.
- 4. Recreational Facilities:** Our recreational facilities are furnished for the responsible enjoyment of Residents and Residents and their guests use all such facilities at their own risk. You may invite two (2) guests per residential unit to use the facilities, however, they must always be accompanied by the Resident. The use of the facility by guests is on an "as available" basis. All guests must be registered at the Rental Office with the Management prior to use of the facilities. Please follow all posted Recreational Facility rules. Management reserves the right, without prior notice, to change the hours of such facilities or to discontinue the Resident's use of all such facilities if, in the sole discretion of the Management, such actions are required. Any such changes or termination of such facilities shall in no way serve to lessen the Resident's obligation under the rental agreement or lease, including the amount of the monthly rent, nor serve as a basis for Resident's early termination of a lease.
- 5. Swimming Pool/Spa Areas:** For the safety of all, glass or breakable objects are not permitted in any pool or spa area. Alcohol is not permitted at any time in the pool/spa area. To keep the pool and spa operating properly, no foreign objects such as pool furniture, plastic cups or liquids are to be put in the pool or spa. For the safety of the Residents and guests, persons under the age of 14 must be supervised by an adult at all times in the pool or spa area. Pool and spa cannot be used by anyone that has an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores or bandages of any kind. **Resident and guests must follow all posted pool and spa rules. In the event any Resident or guest conducts themselves in an unbecoming manner or causes themselves to be a nuisance while using such facilities, Management reserves the right to remove recreational facility and/or laundry facility Privileges.**
- 6. Barbeques:** Only electric or propane tank grills with a one pound LP gas (liquefied-petroleum) capacity are allowed. The removable fuel tank must be disconnected in order to store the grill on your patio or balcony. The removed fuel tank may not be stored on the balcony within 10 feet of combustible construction or inside any enclosed structure.
- 7. Bicycles, Skateboards, etc.:** The use of bicycles, roller skates, roller blades, skateboards, scooters, and similar devices are not permitted in any common area of the property, including parking lots. No storage of bicycles or motorcycles on patios, balconies or under stairways or in any other area, except as designated in writing by management.
- 8. Packages:** Resident gives permission to Boulevard Apartment Homes to accept packages for Resident. Resident realizes that Boulevard Apartment Homes is not liable for these items and that acceptance of packages by the Management is a courtesy of the Management and that Management will in no way be liable for the loss or damage of any such items. Packages may be picked up at the leasing office during regular business hours. Packages will be released only to resident to whom package is addressed. Resident must show proper ID and sign for package release. Packages which are accepted will not be delivered by Management and, if Resident fails to pick up packages, the Management reserves the right to return them to the sender at the Resident's cost.

Manager reserves the right to make and enforce such other reasonable rules and regulations as required by law or in Manager's judgment may be deemed necessary or advisable from time to time, to promote the safety, care and cleanliness of the premises and for the preservation of good order.

Management reserves the right to change terms of lease or policies by giving thirty days written notice, except as noted above with respect to Recreational Facilities.



Resident acknowledges having read all of the foregoing policies and understands that said rules are those that are referred to in Community Policies/Quiet Conduct paragraph of the Rental Agreement between the owner or Manager of this property and Resident. You, as Resident, acknowledge notification of and your duty to comply with said rules and acknowledge and agree that you, as Resident, are responsible for insuring that all guests and invitees comply with said rules and that you will be liable for all damages, including termination of your rental agreement or lease, arising from a breach of said rules by a guest or invitee.

Monikaben S. Trivedi (Resident)

Date

 **Signed by Sayali V. Kute**
 Mon May 9 12:11:13 PM PDT 2016
 Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016


Signed by Aketaben R. Patel
 Thu May 5 09:57:26 PM PDT 2016
 Key: B621044C; IP Address: 67.170.246.215

Signed by Sharma Heena
 Mon May 9 12:06:38 PM PDT 2016
 Key: 77ADA086; IP Address: 67.170.246.215

LEAD DISCLOSURE ADDENDUM

This Lead Addendum ("Addendum") dated **May 4, 2016** is attached to and made a part of the lease agreement dated **June 9, 2016** (the "Lease") by and between **Essex Property Trust, Inc.**, as agent for Owner ("Landlord"), and **Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena** (individually and collectively referred to herein as "Resident") for the rental of Leased Premises located at **40061 Fremont Boulevard #507, Fremont, CA 94538** ("Premises" or "Unit") within the community commonly known as **Boulevard Apartment Homes** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. Resident and Landlord agree as follows:

1. This Addendum is required for all properties constructed prior to 1978 or if the Landlord knows or believes there is lead in the Premises or on the Property.
2. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102.550 § 1018 (c)).**
3. Landlord's Disclosure (*check appropriate box or boxes*).
 - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
 - Landlord has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises.
 - Landlord knows that lead-based paint and/or lead-based paint hazards are present in the Premises.
 - Landlord has reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises and has provided Resident with all available records and reports or made such records and reports available to Resident's upon Resident's request. (list documents)
4. Resident's Acknowledgment (*check all that apply*):
 - Copies of all information listed above, if any, have been made available to Resident upon request.
 - Resident(s) have received copies of all information listed above, if any.
 - Resident(s) have received the pamphlet Protect Your Family from Lead in Your Home.

RESIDENT:

Monikaben S. Trivedi (Resident)

Date

Signed by Aketaben R. Patel

Thu May 5 09:57:36 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

Signed by Sayali V. Kute

Mon May 9 12:11:23 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

 Signed by Sayali V. Kute
 Mon May 9 12:11:23 PM PDT 2016
 Key: D193E208; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date

Signed by Sharma Heena

Mon May 9 12:06:55 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

Asbestos Addendum - Essex

This Asbestos Addendum ("Addendum") dated **May 4, 2016** is attached to and made a part of the lease agreement dated **June 9, 2016** (the "Lease") by and between Essex Management Corporation, as agent for Owner ("Landlord"), and **Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena** (individually and collectively referred to herein as "Resident") for the rental of the Premises located at **40061 Fremont Boulevard #507, Fremont, CA 94538** ("Premises" or "Unit") within the community commonly known as **Boulevard Apartment Homes** (the "Community" or "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. Resident and Landlord agree as follows:

1. This Addendum is required for all properties constructed prior to 1981 or if the Landlord knows or believes there is asbestos in the Premises or on the Property.
2. Asbestos is a mineral on the list of chemicals known to the State of **California** to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a "cottage cheese" appearance) in the Premises and in hallways and other areas in the building in which the Premises is located. Asbestos may also be present in other materials in the Premises and the building, including the insulation fireproofing and floor tiles.

Landlord has instituted operations and a maintenance program directed at maintaining the Premises in accordance with any applicable federal and state safety requirements regarding asbestos-containing material. This program is designed (among other things) to prevent release of asbestos fibers into the air; minimize disturbance of damage to asbestos-containing material; monitor the conditions of materials and air in the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Resident and Resident's invitees shall comply with such rules and regulations as Landlord from time to time may prescribe in connection with Landlord's operations and maintenance program, including, without limitation the following:

- a. Hazardous materials: Resident shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Premises, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;

Resident shall notify Landlord immediately in writing (a) if there is any damage to or deterioration of the ceiling or floor tiles in the Premises, including, without limitation, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or floor tiles; or (b) upon the occurrence of any of the activities described in the preceding paragraph.



Signed by Aketaben R. Patel

Thu May 5 09:57:49 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Monikaben S. Trivedi (Resident)

Date



Signed by Sayali V. Kute

Mon May 9 12:11:40 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date



Signed by Sharma Heena

Mon May 9 12:07:20 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

BEDBUG ACKNOWLEDGMENT

In recent times, bedbugs have become a re-emerging problem nationwide. One reason for this increasing problem is that it is easy for persons to spread the problem unknowingly. Bedbugs readily hide in small crevices and are notorious hitch-hikers. Bedbugs are often transferred by purchasing used furniture and through travel in luggage and in hotel beds and linens.

The best strategy for effective pest control is prevention. The following are recommended steps in the prevention of bedbug infestations: (1) Clean your residential unit regularly, including vacuuming your mattress, (2) Clean up clutter to help reduce the number of places bedbugs can hide. (3) Be careful when buying used furniture or clothes. Make sure to inspect the used item, and ask the retailer if the items were checked and treated for bedbugs. (4) Do not bring discarded furniture, mattresses or clothing into your residential unit. (5) Take precautions when traveling or staying in hotels.

Lessee(s) understand that bedbugs are wingless insects that are approximately 1/4 inch in length allowing them to lodge themselves within furniture, including bed frames, mattresses and box springs. Clutter around the room offers additional sites for these pests to hide, and increases the difficulty in eliminating bedbugs. Accordingly, Lessee(s) agree to examine hotel rooms and carefully scrutinize and consider the history of any used furniture prior to purchase and prior to moving any furniture into the residential unit. Lessee(s) agree not to bring any furniture or other discarded items into the residential unit from the trash and/or recycle bins as this is central source of many pest infestations.

Lessee(s) understand that as a Lessee(s), they play an important role in helping to maintain the community, since they are in the best position to observe and maintain their residence. Lessee(s) understand and agree that it is their responsibility to report any maintenance issues in their unit without delay. Lessee(s) agree that routine maintenance requests will be submitted in writing to the Management Office and that emergency maintenance issues will be reported via telephone. Lessee(s) understand that an observance of a pest problem and/or infestation is required to be reported immediately via telephone or in writing so that Lessor may respond to the condition. Lessee(s) agree not to apply their own pesticides without the written authorization of Management as our exterminator will inspect the residential unit to confirm the infestation and to develop the pest management plan.

If your unit (or neighbor's unit) is infested with bedbugs, a pest management professional may be called in to apply pesticides. The treatment will only be effective if your unit is properly prepared. Lessee(s) agree to follow the recommended readiness procedures, including allowing full access to Lessor and its exterminator for treatment. Lessee(s) understand that the choice of exterminator is that of Lessor and its agents. Lessee(s) agree that they are responsible for the cost associated with treating bedbugs at the residential unit. Lessee(s) further agree that they are also responsible for any damages caused to the residential unit, including any damage caused to neighboring units from the pest problem spreading to a neighboring unit.

Lessee(s) on behalf of themselves and their heirs, successors, executors, agents, attorneys and assigns hereby release and forever discharge Lessor, its past and present owner(s), manager(s) and affiliated entity(ies), and their respective officers, directors, principals, employees, attorneys, insurers and agents from any and all liability for claims known or unknown arising from any and all damages caused by a pest problem, including bedbugs. Lessee(s) further expressly agree to indemnify, save, protect, defend and hold harmless Lessor from and against any and all claims, damages, suits, losses, payments and expenses, including reasonable attorneys' fees for any damages, allegations, claims, and/or demands relating to, caused by, or arising from a pest problem at the residential unit, including bedbug.

This document sets forth the entire agreement between the parties hereto regarding Pest Control at the residential unit. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

By signing this Acknowledgment, Lessee(s) agree and acknowledge that they have inspected the residential unit and found the unit in a clean, safe and in good condition, *free of all visible pests, including but not limited to, bedbugs, roaches, ants, etc.*

The signatories to this Agreement hereby represent and warrant that they are authorized to execute this Agreement on behalf of the entities named. This Agreement may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Monikaben S. Trivedi (*Resident*)

Date



Signed by Sayali V. Kute

Mon May 9 12:11:52 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (*Resident*)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

CRIME FREE LEASE ADDENDUM

 Unit **#507**

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident and Resident's Occupant's **guests and invitees**, are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
 - c. Engaging in the unlawful manufacturing, selling, using (being under the influence of), storing, keeping or giving of an illegal or controlled substance as defined in Health and Safety Code 11350, 11351, 11377, 11378, 11550, and 11379.6, at any locations, whether on or off the dwelling unit premises.
 - d. Engaging in any illegal activity, including, but not limited to: prostitution as defined in Penal Code 647(b); criminal street gang activity as defined in Penal Code 186.22 et seq.; threatening or intimidating as prohibited in Penal Code 422; assault and battery as prohibited in Penal Code 240/242; including but not limited to the unlawful discharge of a firearm as prohibited in Penal Code 245; burglary as prohibited in Penal Code 459; possession of stolen property as prohibited by Penal Code 496; sexual offenses as prohibited in Penal Code 269 and 288, on or off the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in California Civil Code.
2. **VIOLETION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exception, in all eviction hearings.
4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.
6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

 Monikaben S. Trivedi (Resident)

Date


Signed by Sayali V. Kute

Mon May 9 12:12:00 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

 Sayali V. Kute (Resident)

Date

Signed by Aketaben R. Patel
 Thu May 5 09:58:13 PM PDT 2016
 Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date

Signed by Sharma Heena
 Mon May 9 12:07:56 PM PDT 2016
 Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

SMOKING POLICY ADDENDUM (City of Fremont)

This Smoking Policy Addendum ("Addendum") dated May 4, 2016 is attached to and made a part of the lease dated June 9, 2016 (the "Lease") by and between Essex Property Trust, Inc., as agent for Owner ("Landlord"), and Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena ("Resident") for unit number 507 (the "Unit") in Boulevard Apartment Homes (the "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

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



the landlord's policy for handling complaints regarding smoking.

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



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

RESIDENT:

Monikaben S. Trivedi (Resident)

Date

 **Signed by Sayali V. Kute**
 Mon May 9 12:12:24 PM PDT 2016
 Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

 **Signed by Aketaben R. Patel**
 Thu May 5 09:58:54 PM PDT 2016
 Key: B621044C; IP Address: 67.170.246.215

Date

Aketaben R. Patel (Resident)

 **Signed by Sharma Heena**
 Mon May 9 12:08:12 PM PDT 2016
 Key: 77ADA086; IP Address: 67.170.246.215

Date

Sharma Heena (Resident)

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



EXHIBIT A

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



PACKAGE PICK-UP POLICY

Boulevard Apartment Homes holds packages for pick-up as a courtesy to our residents. **Boulevard Apartment Homes** and its staff are not responsible for lost or stolen packages. A photo I.D. must be shown at the time of pick-up and the name on the package must match the photo I.D. If you wish to have another person other than yourself pick up a package for you such as a roommate, spouse, etc. you must fill out this form below and return it to the management office:

Unit #: 507

I, Monikaben S. Trivedi, hereby give permission to **Boulevard Apartment Homes** to release packages in my name to the following person(s):

(1) _____ (2) _____

By signing below Resident has read and agrees to the terms stated in the **Boulevard Apartment Homes** Package Pick-Up Policy. Resident(s) understand that they are responsible for notifying **Boulevard Apartment Homes** management if the above authorized person(s) change.

I, Aketaben R. Patel, hereby give permission to **Boulevard Apartment Homes** to release packages in my name to the following person(s):

(1) _____ (2) _____

By signing below Resident has read and agrees to the terms stated in the **Boulevard Apartment Homes** Package Pick-Up Policy. Resident(s) understand that they are responsible for notifying **Boulevard Apartment Homes** management if the above authorized person(s) change.

I, Sayali V. Kute, hereby give permission to **Boulevard Apartment Homes** to release packages in my name to the following person(s):

(1) _____ (2) _____

By signing below Resident has read and agrees to the terms stated in the **Boulevard Apartment Homes** Package Pick-Up Policy. Resident(s) understand that they are responsible for notifying **Boulevard Apartment Homes** management if the above authorized person(s) change.

I, Sharma Heena, hereby give permission to **Boulevard Apartment Homes** to release packages in my name to the following person(s):

(1) _____ (2) _____

By signing below Resident has read and agrees to the terms stated in the **Boulevard Apartment Homes** Package Pick-Up Policy. Resident(s) understand that they are responsible for notifying **Boulevard Apartment Homes** management if the above authorized person(s) change.

Monikaben S. Trivedi (Resident)

Date



Signed by Aketaben R. Patel
Thu May 5 09:59:31 PM PDT 2016
Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date



Boulevard Apartment Homes

ESSEX
PROPERTY TRUST, INC.



Signed by Sayali V. Kute

Mon May 9 12:13:10 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date



Signed by Sharma Heena

Mon May 9 12:08:34 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

PESTICIDE NOTICE/DISCLOSURE

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

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

Property Manager	(510) 656-9700
Poison Control Center (408)885-4200	County Health Department (408)299-2171
Santa Clara County AG Commissioner (510)670-5332	Alameda County AG Department (415)363-4700
San Mateo County AG Department (415)363-4700	Contra Costa AG Department (510)646-5250
Structural Pest Control Board (916)924-2291,	1430 Howe Avenue, Sacramento, CA 95825

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

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

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

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

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

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

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

Monikaben S. Trivedi (Resident) Date

Signed by Sayali V. Kute
Mon May 9 12:13:22 PM PDT 2016
Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident) Date

Signed by Aketaben R. Patel
Thu May 5 09:59:59 PM PDT 2016
Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident) Date

Signed by Sharma Heena
Mon May 9 12:08:54 PM PDT 2016
Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident) Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent



By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RECREATIONAL FACILITIES AGREEMENT

I/We the undersigned hereby agree as follows:

1. Essex Properties will not be held responsible for loss or theft of personal property.
2. I/We release Essex Properties from any and all liability resulting from my use of the facilities and I/We assume all risks in connection with the use of the facilities and any exercise or aerobics program.

I/We agree to abide by all posted rules for the use of any exercise equipment.

Monikaben S. Trivedi (Resident)

Date



Signed by Sayali V. Kute

Mon May 9 12:13:34 PM PDT 2016
Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date

Aketaben R. Patel (Resident)

Date



Signed by Aketaben R. Patel

Thu May 5 10:00:11 PM PDT 2016
Key: B621044C; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016

RESIDENT PARKING AUTHORIZATION

Resident Name: Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena

Unit #507

Address: 40061 Fremont Boulevard, Fremont, CA, 94538 **Contact Phone Number:** (510) 656-9700

Effective Date: 6/9/2016

1. BETWEEN Resident: **Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena** and Owner/Agent: **Boulevard Apartments**
2. Parking Space: **no** parking space
3. Vehicle Information:
 - a. Make: _____
 - b. Model: _____
 - c. Year: _____
 - d. Color: _____
 - e. License: _____
4. All motor vehicles are required to park in designated parking areas. This is the numbered, assigned space noted above and the unnumbered visitor spaces. Observe fire lanes and do not block dumpster enclosures. All numbered spaces are assigned.
5. All guests must park in unassigned, unnumbered parking spaces. Only residents are permitted to park over-night and any unregistered vehicles will be towed between 7pm and 7am.
6. Management will tow all vehicles parked improperly, with expired tags or that appear abandoned without notice. Vehicle maintenance and/or repairs are not permitted on the property.
7. Observe the **5 mph** speed limit through the community.
8. No more than two (2) vehicles per residential unit are allowed to be kept in the parking lot.
9. All vehicles must be registered with the Management office and be listed on this form.

Monikaben S. Trivedi (Resident)

Date



Signed by Sayali V. Kute

Mon May 9 12:14:11 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident)

Date



Signed by Aketaben R. Patel

Thu May 5 10:00:26 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (Resident)

Date



Signed by Sharma Heena

Mon May 9 12:09:23 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident)

Date

LANDLORD:

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



SATELLITE INDEMNIFICATION AGREEMENT

Tenant shall indemnify, defend, protect and hold Owner harmless from and against any and all loss, cost, damage and or expense, including without limitation, attorneys' fees find costs and court costs (collectively, "Losses") arising out of or incurred in connection with the installation, use, operation, and/or maintenance out the satellite dish and/or antenna, including, without limitation, any Losses arising out of or incurred in connection with any damage and/or injury to or of any persons and/or property.

Monikaben S. Trivedi (*Resident*)*Date***Signed by Sayali V. Kute**

Mon May 9 12:14:20 PM PDT 2016

Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (*Resident*)*Date***Signed by Aketaben R. Patel**

Thu May 5 10:00:38 PM PDT 2016

Key: B621044C; IP Address: 67.170.246.215

Aketaben R. Patel (*Resident*)*Date***Signed by Sharma Heena**

Mon May 9 12:09:53 PM PDT 2016

Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (*Resident*)*Date***LANDLORD:**

Essex Management Corporation, a California corporation, as Agent

By:

Date

Print Name: Property Manager Title: Community Manager Date: May 4, 2016



RV May 4, 2016, 5:12 PM

LOCAL JURISDICTION ADDENDUM

(City of Fremont)

This Local Jurisdiction Addendum ("Addendum") dated **May 4, 2016** is attached to and made a part of the lease dated **June 9, 2016** (the "Lease") by and between Essex Property Trust, as agent for Owner ("Landlord"), and **Monikaben S. Trivedi, Aketaben R. Patel, Sayali V. Kute, and Sharma Heena** ("Resident") for unit number **507** (the "Unit") in **Boulevard Apartment Homes** (the "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

1. Resident acknowledges receipt of a copy of the City of Fremont's Residential Rental Increase Dispute Resolution Ordinance No. 2253 pursuant to Chapter 9.60 of the City of Fremont Municipal Code titled "Residential Rent Increase Dispute Resolution," attached hereto as Exhibit A
2. Resident may request a duplicate copy of the Dispute Resolution Ordinance No. 2253 or Chapter 9.60 of the City of Fremont Municipal Code titled "Residential Rent Increase Dispute Resolution" by contacting the city's Office of Neighborhoods at (510) 494-4500.
3. Resident hereby acknowledges receipt of the recycling information sheet required by the Alameda County Waste Management Authority Ordinance, attached hereto as Exhibit B.
4. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

Monikaben S. Trivedi (Resident) Date

Signed by Sayali V. Kute
Mon May 9 12:14:32 PM PDT 2016
Key: D193E208; IP Address: 67.170.246.215

Sayali V. Kute (Resident) Date

LANDLORD:
Essex Management Corporation, a California corporation, as Agent

By:

Print Name: Property Manager Title: Community Manager Date: May 4, 2016

Signed by Aketaben R. Patel
Thu May 5 10:00:49 PM PDT 2016
Key: B621044C; IP Address: 67.170.246.215

Signed by Sharma Heena
Mon May 9 12:10:10 PM PDT 2016
Key: 77ADA086; IP Address: 67.170.246.215

Sharma Heena (Resident) Date

APARTMENT CONDOMINIUM RECYCLING

Program Guide

For Fremont Residents



Recyclables



Garbage

BULKY GOODS DONATION

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



ENVIRONMENTAL SERVICES DIVISION

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

COOKING OIL

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

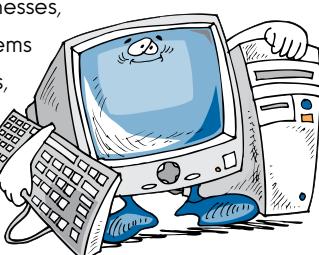
CORRUGATED CARDBOARD

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



ELECTRONICS RECYCLING

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



FREMONT HOUSEHOLD HAZARDOUS WASTE (HHW) FACILITY

The Fremont HHW facility is located at the Fremont Recycling and Transfer Station and is open Wednesday - Friday 8:30 a.m. - 2:30 p.m. and on Saturdays 8:00 a.m. - 4:30 p.m.

The facility operates a free drop-off for all Alameda County residents. You may drop-off products from your residence such as leftover paint, pesticides, household cleaners, automotive fluids, batteries, and fluorescent tubes. A Reuse Room is available for residents and businesses to pick up reusable HHW items for free. Household Hazardous Waste must never be placed in the garbage, recycling, or any other cart. Call for more details or visit www.household-hazwaste.org.

GARBAGE COLLECTION SERVICE

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

HOLIDAY TREE RECYCLING

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

ILLEGAL DISCHARGES/SPILLS/DUMPING

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



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

Recyclables



Metal, glass, paper, plastics

including plastic containers # -

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

Please, NO:

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

Garbage



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

Please, NO:

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

IMPORTANT PHONE NUMBERS AND WEBSITES

Allied Waste Services

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

Fremont Household Hazardous Waste

- Website www.household-hazwaste.org

Stopwaste.org

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

Alameda County Water District

- (510) 668-4299

Alameda County Environmental Health Dept

- (510) 567-6700

California Department of Conservation

- (800) RECYCLE
- Website www.bottlesandcans.com

City of Fremont

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

- Community Preservation (510) 494-4430

Police Department (non emergency)

- (510) 790-6800

Fremont Recycling & Transfer Station

- (510) 252-0500

Union Sanitary District

- (510) 477-7500

LESS TOXIC HOUSEHOLD PRODUCTS

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

MEDICAL SHARPS

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



RECYCLING COLLECTION SERVICE

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

RECYCLING RESOURCES

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



STORMWATER POLLUTION PREVENTION PROGRAM

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

USED MOTOR OIL

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

EXHIBIT A
CHAPTER 9.60
RESIDENTIAL RENT INCREASE DISPUTE RESOLUTION

Sections:

- [9.60.010](#) Citation.
- [9.60.020](#) Definitions.
- [9.60.030](#) Notice of rent increase required – Invalidity for failure to provide proper notice.
- [9.60.040](#) Requirements for rent increase notice.
- [9.60.050](#) Residential rent increase dispute resolution obligation.
- [9.60.060](#) Conciliation procedures.
- [9.60.070](#) Mediation procedures.
- [9.60.080](#) Fact finding procedures.
- [9.60.090](#) Rent increase deposit obligation.
- [9.60.100](#) Landlord retaliation prohibited.
- [9.60.110](#) Authority of conciliator, mediator and fact finder.
- [9.60.120](#) Arbitration remedy.

9.60.010 Citation.

This chapter may be referred to as the “residential rent increase dispute resolution ordinance” (RRIDRO) of the city of Fremont. (Ord. 2253 § 2, 7-22-97. 1990 Code § 3-1900.)

9.60.020 Definitions.

“Base rent” means the rental amount required to be paid by the tenant to the landlord in the month immediately preceding the effective date of the rent increase.

“Designated service provider” or “service provider” means a party or organization contracted by the city to provide needed services to implement the procedures contained in this chapter.

“Director” means a person designated by the city manager. Any duty required of the director may be delegated to a third party by the director and any service required to be performed by the director may be provided by a designated service provider as authorized by the director.

“Fact finding panel” means a panel of three persons, as described in Section [9.60.080\(c\)](#), selected and qualified by the director to review and evaluate the results of a specific conciliation and mediation proceeding and to make a specific recommendation for the terms of an agreement between the parties to resolve a rent increase dispute.

“Landlord” means any person, partnership, corporation, or other business entity offering for rent or lease any residential property in the city. “Landlord” shall include the agent or representative of the landlord.

“Participate in good faith” means the mutual obligation of the landlord and tenant to meet on each occasion when notified in conciliation/mediation/fact finding proceedings, provide relevant information, exchange proposals, reasonably consider proposals by opposite parties and engage in meaningful discussion on the subject of proposed rent increases and issues related to the rent increase. Good faith

participation includes the duty of the landlord to refrain from any unlawful detainer proceeding due solely to a withholding of rent while the parties are engaged in proceedings under this chapter.

“Party” means a person who participates in the dispute resolution procedures of this chapter or their agent or representative.

“Rent” means a fixed periodic compensation paid by a tenant at fixed intervals to a landlord for the possession and use of property.

“Rent increase” means any upward adjustment of the base rent amount specified by the original contract.

“Residential property” means any housing unit offered for rent or lease in the city consisting of one or more units whether attached or detached, single- or multiple-family, and mobile homes. Mobile homes are subject to this chapter only to the extent of the mobile housing unit itself, not the underlying real property pad.

“Responsible party” means the person with the legal authority to adjust rent increases and resolve tenant disputes on behalf of the residential landlord. Responsible party shall include the agent or representative of the responsible party.

“Responsible party declaration” contains the signature of the legal owner of the residential property certifying that the person authorized to represent him/her during conciliation, mediation, or fact finding has the authority to adjust rent increases and resolve tenant disputes on behalf of the residential landlord.

“Retaliatory conduct” means those acts prohibited by Cal. Civ. Code § [1942.5](#) and Section [9.60.100\(a\)](#).

“Tenant” means any person having the legal responsibility for the payment of rent for residential property in the city. “Tenant” shall include the agent or representative of the tenant. (Ord. 2253 § 2, 7-22-97; Ord. 2298 § 1, 7-7-98; Ord. 2425 § 1, 5-8-01. 1990 Code § 3-1905.)

9.60.030 Notice of rent increase required – Invalidity for failure to provide proper notice.

- (a) Every landlord of residential property shall provide a legally sufficient rent increase notice as prescribed in this chapter before demanding or accepting any increase in rent.
- (b) Any rent increase accomplished in violation of this chapter shall be void and no landlord may take any action to enforce such an invalid rent increase.
- (c) Any rent increase in violation of this chapter shall operate as a complete defense to an unlawful detainer action based on failure to pay any illegal rent increase. Any tenant required to pay an illegal rent increase may recover all illegal rent increase amounts, actually paid by the tenant, in a civil action.
- (d) Unless otherwise agreed by the parties in writing, rent increases shall be limited to one increase in any consecutive 12-month period. (Ord. 2253 § 2, 7-22-97; Ord. 2298 § 2, 7-7-98. 1990 Code § 3-1910.)

9.60.040 Requirements for rent increase notice.

- (a) Landlord shall provide all tenants moving in after July 1, 2001, with a notice informing the tenants

- (b) about the existence of the city's rent increase dispute resolution as provided in this chapter and that they can receive a copy of the chapter by contacting the city's office of neighborhoods at (510) 494-4500. Prior to any rent increase, every landlord shall provide their tenants a notice of rent increase as prescribed in this chapter. This obligation shall extend to rent increases in any amount and to all affected tenants. No rent increase shall be valid for any purpose whatsoever without full compliance with this section.
- (c) All rent increase notices shall be in writing, shall show the name, address and phone number of the responsible party and shall be personally delivered to the tenant or posted and mailed to the tenant at the address of the tenant's rental unit by first-class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. This presumption may be rebutted by the tenant.
- (d) It is the intent of this chapter that all landlords be encouraged to provide at least 90 calendar days' notice of any rent increase in order to allow for orderly operation of the dispute resolution procedures of this chapter. At a minimum all rent increases shall meet the notice requirements of state law.
- (e) In addition to all other information provided in a rent increase notice, each notice of rent increase shall state in bold type:

NOTICE: You are encouraged to contact the (landlord to insert the name of the Responsible Party) _____ at (area code) _____ to discuss this rent increase for your rental unit. However, Chapter [9.60](#) of the Fremont Municipal Code provides a procedure for conciliation, mediation and fact finding for disputes over rent increases. To use the procedure and secure additional information about the city ordinance, you must contact (landlords will be advised of the name and phone number of the service provider designated by the director that is to be inserted in this notice) within 15 days following receipt of this notice.

(Ord. 2253 § 2, 7-22-97; Ord. 2298 § 3, 7-7-98; Ord. 2425 § 2, 5-8-01. 1990 Code § 3-1915.)

9.60.050 Residential rent increase dispute resolution obligation.

- (a) Each tenant and each landlord shall have the opportunity to conciliate, mediate and have fact finding of all rent increases on any residential rental unit in the city.
- (b) Rent dispute resolution procedures shall consist of three steps: conciliation with a third party; mediation with a neutral third party; and fact finding by a fact finding panel.
- (c) The rent dispute resolution process shall be initiated by either an affected landlord or an affected tenant contacting the designated service provider and requesting assistance with a rent increase within 15 calendar days after the tenant receives, or is presumed to have received, the notice of rent increase.
- (d) The designated service provider (DSP) shall process requests for assistance as follows:
- (1) When a party requests information, only the DSP shall provide the RRIDRO information brochure to all parties in person or by mail, as may be appropriate, within one business day.

(2) A party requesting assistance in use of the RRIDRO process shall be encouraged by the DSP to contact the opposite party to attempt resolution of the rent increase dispute. When such a request is made by a party, the requester and all other parties shall be provided the RRIDRO information brochure in person or by mail, as may be appropriate, and the DSP shall notify the opposite party by phone within three business days that a request for assistance has been made.

(3) When a requesting party does not wish to contact the opposite party, the designated service provider (DSP) shall record the request for assistance, initiate conciliation service, and shall give written notice to the affected parties within three business days.

(e) The director is authorized, to the extent consistent with all the time limits and procedures in this chapter, to consolidate separate requests for conciliation, mediation and fact finding involving the same rent dispute issue. Consolidation shall not affect individuals' desire to be separately represented or to bring a separate legal action.

(f) In the event the parties do not reach written agreement resolving a rent increase dispute, the director is authorized and shall have the duty to determine when proceedings under this chapter have been completed and to notify the parties of the termination of proceedings under this chapter. (Ord. 2253 § 2, 7-22-97; Ord. 2298 § 4, 7-7-98; Ord. 2425 § 3, 5-8-01. 1990 Code § 3-1920.)

9.60.060 Conciliation procedures.

(a) The affected landlord or tenant shall respond either orally or in writing to the designated service provider within two business days following phone contact. Failure of a responsible party to respond to the designated service provider within two business days shall void the rent increase notice for all purposes.

(b) The director shall attempt informal conciliation of the rent increase for a period not exceeding 10 business days.

(c) The responsible party and the tenant shall have the mutual obligation to participate in the conciliation process in good faith.

(d) Any agreement reached by the parties in conciliation shall:

(1) Be made in writing and signed by the parties to the agreement;

(2) State the specific terms of the agreement including the duration and conditions of the agreement;

(3) Be binding on the parties identified in the agreement;

(4) Provide that the parties agree to binding arbitration by a city-appointed arbitrator to resolve any future dispute as to the interpretation or application of the agreement; and

- (5) Provide that any agent or representative signing a conciliation agreement on behalf of other persons shall be responsible for promptly providing a copy of the agreement to the parties he or she represents.
- (e) A party to a conciliation agreement may not initiate a rent dispute resolution procedure concerning any rent increase covering the same time period included in the conciliation agreement.
- (f) One or more tenants affected by a common rent increase may simultaneously participate in the same conciliation proceeding with consent of the landlord. No tenant shall be bound by any conciliation agreement they or their agent and/or representative did not agree to.
- (g) Failure of a responsible party to appear and participate in good faith in the conciliation process shall void the notice of rent increase for all purposes. Failure of any affected tenant to appear and participate in good faith shall terminate all services under this chapter for the affected tenant for the duration of the subject rent increase and shall make the rent increase effective the date stated in the notice of rent increase.
- (h) In the event the rent increase is not resolved to the satisfaction of either party in the conciliation process, the director or designated service provider shall refer the matter to a third party neutral mediator or mediators for formal mediation proceedings upon the request of either party. The director shall develop guidelines to implement the mediation process. (Ord. 2253 § 2, 7-22-97; Ord. 2298 §§ 5, 6, 7-7-98. 1990 Code § 3-1925.)

9.60.070 Mediation procedures.

- (a) The designated mediator shall give phone notice of the initial mediation meeting to each party to the mediation within two business days following referral of the matter for mediation. The phone notice of the mediation meeting shall inform each party of their obligation to appear at the mediation and participate in the mediation in good faith. "Referral" shall mean the day the designated service provider assigns the matter to a mediator.
- (b) Any agreement reached by the parties in mediation shall:
- (1) Be made in writing and signed by the parties;
 - (2) State the specific terms of the agreement including the duration and conditions of the agreement;
 - (3) Be binding on the parties to the agreement;
 - (4) Provide that the parties agree to binding arbitration by a city appointed arbitrator to resolve any future dispute as to the interpretation or application of the agreement; and

- (5) Provide that any agent or representative signing a mediation agreement on behalf of other persons shall be responsible for promptly providing a copy of the agreement to the parties she/he represents.
- (c) A tenant bound by a mediation agreement may not initiate a rent dispute resolution procedure concerning any rent increase covering the same time period included in the conciliation agreement.
- (d) One or more tenants affected by a common rent increase may simultaneously participate in the same mediation proceeding with the consent of the landlord.
- (e) Failure of a responsible party to appear and participate in good faith in the mediation process shall void the notice of rent increase for all purposes. Failure of any affected tenant to appear and participate in good faith shall terminate all services under this chapter for the affected tenant for the duration of the subject rent increase and shall make the rent increase effective the date stated in the notice of rent increase.
- (f) Formal mediation proceedings under this section shall not exceed 30 calendar days unless agreed to by the parties. (Ord. 2253 § 2, 7-22-97. 1990 Code § 3-1930.)

9.60.080 Fact finding procedures.

- (a) Following completion of the mediation procedures, either party may request fact finding.
- (b) A request for fact finding shall be made to the director within five business days after completion of mediation.
- (c) The director shall designate a fact finding panel and notify the parties within 10 business days. The panel shall be composed of three persons, who are nonparties, with one landlord representative, one tenant representative and one neutral fact finder.
- (d) The director is authorized to create a fact finding panel pool composed of up to 15 persons. The pool shall be evenly divided between persons representing landlord interests, tenant interests and neutral third parties experienced in fact finding procedures.
- (e) Within 10 days the fact finding panel shall gather all relevant information from the mediator and the parties.
- (f) In the discretion of the fact finding panel, a hearing may be convened. The director shall provide notice to the parties and witnesses at the direction of the fact finding panel. Participants in the hearing shall be the parties to the mediation and other persons deemed necessary by the fact finding panel.
- (g) The purpose of the hearing shall be to allow the fact finding panel to examine witnesses, review the documents in the record and make formal findings of fact and a recommendation to resolve the rent dispute. In the discretion of the panel any hearing that is convened may be continued for the convenience of a party. The panel may proceed with a hearing in the absence of a party.

(h) The duty of the fact finder shall be to determine the reasonableness of the rent increase and the impact of the rent increase on the affected household. The landlord shall carry the burden of persuasion in the fact finding proceeding to justify the rent increase. The fact finding panel shall consider all the following factors as a whole, but not individually:

- (1) All increases or decreases since the last rent increase in amortized capital improvements, maintenance or operating costs, costs of debt service, rehabilitation costs and provision of housing services;
- (2) Existing market value of rents for similarly situated units;
- (3) Return on investment to the landlord; and
- (4) The San Francisco-Oakland-San Jose All Urban Consumer Price Index.

These factors are illustrative and not exclusive. The fact finder is free to consider all factors relevant to the issue of the reasonableness of the rent increase as between the parties.

(i) The director shall exercise diligence in drafting the findings and recommendations of the fact finding panel and shall mail the findings and recommendation to the parties within five business days following completion.

(j) Any agreement reached by the parties to accept the recommendations of the fact finding panel shall:

- (1) Be made in writing and signed by the parties;
- (2) State the specific terms of the agreement including the duration and conditions of the agreement;
- (3) Be binding on the parties; and
- (4) Provide that the parties agree to binding arbitration by a city-appointed arbitrator to resolve any future disputes as to the interpretation or application of the agreement.

(k) One or more tenants affected by a common rent increase may simultaneously participate in the same fact finding proceeding with the consent of the landlord.

(l) Failure of a responsible party to appear and participate in good faith in the fact finding process shall void the notice of rent increase for all purposes. Failure of any tenant to appear and participate in good faith in the fact finding process shall terminate all services under this chapter for the affected tenant for the duration of the subject rent increase and shall make the rent increase effective the date stated in the notice of rent increase.

(m) The fact finding process shall be completed within 20 days after the fact finding panel is designated by the director. The fact finding process shall be extended for any period of time agreed in writing by the parties.

(n) The recommendations of the panel shall not be binding on any party unless agreed to by both parties in writing. (Ord. 2253 § 2, 7-22-97. 1990 Code § 3-1935.)

9.60.090 Rent increase deposit obligation.

(a) Every tenant shall pay the existing base rent as it becomes due.

(b) In the event the conciliation/mediation/fact finding process exceeds the rent increase notice period, each affected tenant shall deposit with the landlord 50 percent of the rent increase amount, as it becomes due, in the customary form practiced by the landlord and tenant or in any agreed form. The landlord shall retain this deposit in the landlord's security deposit account. "Fifty percent of the rent increase amount" shall mean 50 percent of the amount which exceeds the existing base rent. The landlord shall provide the tenant with a receipt acknowledging the delivery of the deposit and agreeing to relinquish the deposit if required by this chapter.

(c) In the event the parties reach an agreement pursuant to this chapter reducing the amount of the proposed rent increase:

(1) The landlord shall immediately return to the tenant the difference between the agreed rent increase and the deposit if the deposit exceeds the amount of the agreed rent increase.

(2) The tenant shall immediately pay to the landlord the balance of the rent increase amount if the agreed rent increase exceeds the deposit amount.

(3) All payments shall be in the customary form practiced by the landlord and tenant or in any agreed form.

(d) If the parties fail to reach any agreement, the landlord shall retain the full amount of the deposit and the tenant shall pay the full balance of the rent increase amount immediately following notice by the director.

(e) If a good faith determination is made adverse to the landlord, the full amount of the rent increase deposit shall be released to the tenant within 30 days following the final good faith determination.

(f) If a good faith determination is made adverse to the tenant, the full amount of the rent increase

deposit shall be retained by the landlord and the remaining balance of the rent increase amount shall be paid by the tenant to the landlord within 30 days following the final good faith determination and notification by the director.

(g) A tenant failing to make a rent increase amount deposit when due shall be deemed in breach of the obligation of good faith participation and shall incur the consequences provided in this chapter.

(h) In the event the landlord fails to retain any deposit in the security deposit account, the rent increase shall be void for all purposes and the landlord shall be liable to the tenant in a civil action for the amount of the deposit. (Ord. 2253 § 2, 7-22-97. 1990 Code § 3-1940.)

9.60.100 Landlord retaliation prohibited.

(a) No landlord may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises (constructive eviction) or discriminating against any tenant or household members of a tenant because of the tenant's use of any remedy provided by this chapter.

(b) Adverse retaliatory actions suffered by a tenant within 60 days of the tenant's exercise of any right or process under this chapter shall be presumed to be retaliatory conduct under this chapter. This presumption may be rebutted by the landlord, in which case the landlord shall carry the burden of persuasion to prove the adverse action was not in retaliation for the exercise of any right or process under this chapter.

(c) Retaliatory conduct by a landlord in violation of this section shall be void and shall be remedied by a civil penalty up to \$1,000 as may be prescribed by the city council and enforced by the director.

(d) Any rent increase in violation of this section shall be void and shall be rolled back to the prior rental amount.

(e) Retaliatory conduct by a landlord in violation of this section shall be a defense to an unlawful detainer or eviction action. (Ord. 2253 § 2, 7-22-97. 1990 Code § 3-1945.)

9.60.110 Authority of conciliator, mediator and fact finder.

(a) Any party to a rental dispute may request the director to investigate a claim of failure to participate in good faith by another party to a dispute. The director shall be responsible for investigation of allegations of a lack of good faith participation by any party. The director may not delegate this duty to a person other than a city employee. The director may not use information from a conciliator, mediator or fact finding panel member for the purposes of any such investigation.

(b) Any determination that a party has failed to participate in good faith in a proceeding under this chapter shall only be made after a five-business-day notice of hearing to all affected parties, a fair hearing by a hearing officer appointed by the city manager and the rendition of factual findings supported by the record. Following the fair hearing, the director shall give prompt notice of the good faith determination by first-class mail, postage prepaid, to the affected party. (Ord. 2253 § 2, 7-22-97; Ord. 2298 § 7, 7-7-98. 1990 Code § 3-1950.)

9.60.120 Arbitration remedy.

In the event a dispute arises over the application or interpretation of any written agreement resulting from the procedures of this chapter, the director shall designate a neutral arbitrator to hear and render a binding decision on any such dispute and to make an award based on the evidence presented. (Ord.2253 § 2, 72297.1990 Code § 31955.)

The Fremont Municipal Code is current through Ordinance 03-2015, passed January 13, 2015.

Disclaimer: The City Clerk's Office has the official version of the Fremont Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

EXHIBIT B

APARTMENT CONDOMINIUM RECYCLING

Program Guide

For Fremont Residents



Recyclables



Garbage



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

BULKY GOODS DONATION

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

ENVIRONMENTAL SERVICES DIVISION

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

COOKING OIL

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

CORRUGATED CARDBOARD

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



ELECTRONICS RECYCLING

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



FREMONT HOUSEHOLD HAZARDOUS WASTE (HHW) FACILITY

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



GARBAGE COLLECTION SERVICE

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

HOLIDAY TREE RECYCLING

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

ILLEGAL DISCHARGES, SPILLS/DUMPING

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

Property Name

Addendum to Lease for Unit Number _____

ESSEX
PROPERTY TRUST, INC.

Metal, glass, paper, plastics

including plastic containers  

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

Please, NO:

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



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

Please, NO:

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

IMPORTANT PHONE NUMBERS AND WEBSITES

Allied Waste Services

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

Fremont Household Hazardous Waste

- Website www.household-hazwaste.org

Stopwaste.org

- Home Composting "Rotline" (510) 891-6500
- Recycling Hotline (877) STOPWASTE
- Recycling Website www.stopwaste.org

Alameda County Water District

- Alameda County Environmental Health Dept (510) 668-4299

California Department of Conservation (800) RECYCLE

- Website www.bottlesandcans.com

City of Fremont

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

Police Department (non emergency)

- (510) 790-6800

Fremont Recycling & Transfer Station

- (510) 252-0500

Union Sanitary District

- (510) 477-7500

2009 Edition

LESS TOXIC HOUSEHOLD PRODUCTS

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

**MEDICAL SHARPS**

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

**RECYCLING COLLECTION SERVICE**

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

RECYCLING RESOURCES

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

**STORMWATER POLLUTION PREVENTION PROGRAM**

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

USED MOTOR OIL

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