

RENTAL AGREEMENT

Ballena Village
1375 Ballena Blvd, Alameda, CA 94501-3606

Lease Signer(s) "Resident": Thuc Tram Phan, Dinh Tuan Phan			
All Occupant(s): Thuc Tram Phan, Dinh Tuan Phan			
Apartment Address: 311 TIDEWAY DR. #102	City: ALAMEDA	State: CA	Zip: 94501
Lease Start Date: 08/21/2021		Lease End Date: 08/20/2022	

Monthly Charges		Deposits	
Monthly Rent	\$ 2487.00	Security Deposit	\$ 599.00
Additional Rent and/or Fees	\$ 0	Additional Deposit	\$
Total Monthly Rent	\$2487.00	Total Deposit	\$ 599.00

THIS AGREEMENT entered into this date **08/21/2021**, by and between **Ballena Village** "Owner" and the above named Resident(s).
 WITNESSETH: That for the consideration of rent payments and covenants adherence on the part of the Resident, the Owner rents to the Resident and the Resident hires from the Owner for residential, or other legally permissible, use only, the Premises known as Unit #: **311 TIDEWAY DR. #102 ,ALAMEDA,CA 94501**.

- 1) **LEASE TERM:** The above-described Premises are to be occupied by Resident for a term commencing on **08/21/2021**, and ending on **08/20/2022**.
- 2) **OCCUPANTS:** Premises shall be occupied by the undersigned following occupants **only: Thuc Tram Phan, Dinh Tuan Phan**.
- 3) **SUBLETTING AND ASSIGNMENT:** No portion of said Premises shall be sublet nor this Agreement assigned.
- 4) **RENT:** Resident agrees to pay the total monthly rent, in advance, at the rate of: **\$2487.00 plus additional rent and/or fees of \$0**, no later than the first (1st) day of each month.
 - a. **RENT PRO-RATION:** If the Rental Agreement begins on a date other than the first of the month, the Owner and Resident agree that Resident shall pay pro-rated rent for the number of remaining days in the first month. Such partial month payment shall in no way affect the due date of all future rent payments under this Agreement, which shall be on the first day of each calendar month. If this agreement starts on the twenty-first (21st) or later day of the current month, Resident agrees to pay the next full-months' rent, in addition to the pro-rated rent, prior to occupancy of the Premises. Such additional payment will be considered as a Rent payment and not as an addition to the Security Deposit indicated in this Agreement. NOTE: All rent is pro-rated on a calendar month.
 - b. **RENTAL PAYMENTS:** Rent payments will be made payable to: **Ballena Village**. Payments are to be made in person at **1375 Ballena Blvd, Alameda, CA 94501-3606**, or delivered to the on-site manager or any authorized agent. Payments can also be made via an online web based service located at <https://login.activebuilding.com>. Use of the rent payment drop box or the online web-based service is for Residents' convenience only, the risk of receipt of funds by Owner, is Residents' risk and not Owner's risk. Residents agree not to chargeback any rent payments made by credit card, debit card, or any other electronic means. The telephone number for the address where rent shall be paid is **(510) 865-2225** The normal hours available to make payments in person are 9:00 am to 6:00 pm Monday through Sunday. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the same location. Payments are accepted in the form of a cashier's check, money order, personal check or credit card (Visa or MasterCard). Resident agrees that cash, checks written on non-imprinted bank checks or checks in names other than those who signed the Rental Agreement will not be accepted by Owner. Resident agrees

that Owner/Owner's agent is not required to accept the rent payment tendered by a third party unless the third party has provided to the Owner or Owner's agent a signed acknowledgment stating that they are not currently a Resident of the premises for which the rent payment is being made and that Owner or Owner's agent's acceptance of the rent payment does not create a new tenancy with the third party. Failure by a third party to provide the signed acknowledgement to the Owner or Owner's agent shall void the obligation of Owner or Owner's agent to accept the Resident's rent tendered by a third party.

- c. **LATE RENTAL PAYMENTS:** Rents paid **after** the first day of the month are subject to late payment charges of **\$50.00**. A pay or quit notice will be served by Owner for delinquent monies. Resident agrees, that all payments made after the service of such a Notice will be by "Certified Funds" only regardless of prior payment history. Owner is not bound to accept such payments. Owner's acceptance of any such late payment shall not be deemed a waiver, and Owner shall not be required to accept any future late payments. Three (3) late payments of rent within a twelve (12) month period shall constitute a material breach of this Agreement.
 - d. **DISHONORED PAYMENTS:** In the event of a dishonored bank check, ACH or a rejected credit card transaction from Resident to Owner, Resident agrees to pay **\$25.00** for handling of the first dishonored transaction and **\$35.00** for any subsequent dishonored transaction, in addition to any applicable late payment fees. Resident agrees, in the event of two (2) dishonored transactions, no Personal checks will be accepted by Owner from Resident in payment of any monies due.
 - e. **DEFERRED RENT:** In the event of a failure to perform under this Agreement by the Resident, all rent deferred shall immediately become due and payable concurrently with the regular monthly rent payment due. Subsequent monthly rental payments shall increase to the original monthly rental rate set forth in this Agreement or as subsequently increased according to the terms of this Agreement. All late charges will automatically be deducted from a past due monthly rent/lease payment.
 - f. **DEPOSITS:** Deposits are **not** to be deducted by the Resident from rent payments unless provided for by law or specific written Agreement between Owner and Resident.
- 5) **SECURITY DEPOSIT: \$599.00** as security for Residents' performance under this Lease has been deposited. Owner may, at its option, claim from the Security Deposit such amounts as are reasonably necessary to remedy Resident's defaults in this Agreement, including, but not limited to, defaults in the payment of rent, to cure any other default by Resident under this Agreement, to repair damages to the premises caused by the Resident and/or members of Resident's family, guests or visitors, exclusive of ordinary wear and tear and to repair or replace personal property. Should the Security Deposit be of an inadequate amount to cure any default(s) or damage under this Lease, Resident agrees to immediately pay to Owner the amount needed to cure the default or damage and bring the Security Deposit back to the above-stated amount if the default(s) or damage occurs during the term of this Lease, or to immediately pay to Owner the difference between the Security Deposit and the total default or damage amount if this Lease has been terminated. The terms of this Paragraph shall survive the termination of this Lease.

Resident agrees that the charges listed are reasonable charges for such repairs and cleaning. Resident further agrees that if such repairs or cleaning is required upon termination of this Rental Agreement, Owner shall be entitled to charge such amounts against the Security Deposit. Resident further agrees that such charges will be considered damages and not a penalty.

The portion of the Security Deposit due Resident, if any, will be refunded by check mailed to forwarding address, made payable to all persons signing the Rental Agreement, but such refund or a written statement of why all or part of the Security Deposit was withheld will be made within 21 days after Resident has vacated the Premises. Refunds cannot be picked up at the Owner's office.

All non-sufficient funds checks, late charges, termination fees, uncollected damage or cleaning charges, unpaid rent, unpaid utility charges, attorney's fees, court costs, and similar charges will be automatically deducted from the Security Deposit.

If Owner uses or applies all or any portion of the Security Deposit due to charges permitted under this Paragraph 4, before the end of the lease term, Resident shall, within 10 days after written demand, deposit money with Owner in an amount sufficient to restore the Security Deposit to the full amount required under this Paragraph 4, and Resident's failure to do so shall be a breach of this Rental Agreement.

- 6) **INSPECTION BY RESIDENT:** Resident has inspected the Premises, furnishings and equipment and has found the same to be satisfactory. All plumbing, heating and electrical systems are operative. Resident acknowledges the subject Premises are furnished in accordance with the provided Inventory form during the unit inspection.
- 7) **NOTICE TO VACATE:** At least thirty (30) days written notice must be given to Owner of Resident's intent to vacate the leased Premises at the expiration of this lease or renewal period. If Resident fails to give such notice when required, this lease shall continue in full effect for a period of thirty (30) days from the date such notice is given or from the date Resident surrenders the leased Premises to Owner, whichever first occurs, and Resident shall be liable for rental under the terms of this lease for this period.

In the event Resident fails to perform and/or abandons the Premises before the end of the lease term, the Resident may be responsible for the unpaid original rent for the balance of the lease term, subject to California law and paragraph 8a of this Agreement.

8) **EARLY LEASE TERMINATION OPTIONS:** The parties acknowledge that they are bound under the provisions of this Agreement for the entire term of the Agreement. Resident further acknowledges that should Resident abandon or quit the premises prior to the end of the lease term there two options for early lease termination:

- a. **OPTION 1:** Resident shall be obligated to pay to Owner all of the costs of re-letting the premises, including leasing fees and advertising costs, in addition to rent payable up to commencement of a new tenancy with another party but not to exceed the term of this agreement, and in accordance with California Civil Code 1951.2.
- b. **OPTION 2:** The Resident may terminate the obligations under this agreement by delivering to Owner a written notice stating Resident's intent to terminate this Rental Agreement. Such notice shall be effective thirty (30) calendar days from the date it is given. The notice must be accompanied by payment of a termination fee equal to two (2) month's rent, as stated in paragraph four of this rental agreement. Such payment and delivery of possession of Premises to Owner will release Resident from any further rental obligations beyond the date the termination is effective.

In order to exercise (option 2), all the terms of the Rental Agreement must be complied with through the date of vacating and any move-in concessions and rents deleted, waived or uncharged as incentives to lease must be reimbursed in full. This early termination option shall not relieve resident of his or her liabilities pursuant to Paragraph 36. If the termination fee is not paid the notice shall be of no effect, the entire lease shall remain binding, and Owner shall retain all remedies for noncompliance of this agreement. Resident shall be liable for any damages for non-compliance or failure to properly vacate pursuant to the thirty (30) day termination notice.

9) **LEASE CONVERTS TO MONTH TO MONTH TENANCY:** The above stated term (Paragraph 1) shall automatically convert to a month-to-month tenancy unless; Resident provides Owner written notice of the intent to vacate the rental unit, at least 30 days prior to the term end date above, OR Resident chooses to renew their lease at a term and monthly rate as offered by Owner and executes said renewal before the end of the term end date above. Should the tenancy convert to a month-to-month tenancy Resident agrees to enter into a written renewal of the lease agreement for a month-to-month term with the Owner. Failure to execute a written renewal of a lease agreement may constitute a cause for termination of the tenancy under California Civil Code Section 1946.2.

10) **TERMINATION OF MONTH TO MONTH TENANCY:** A month to month tenancy may be terminated by either party serving upon the other a 30-day written notice or other period as required by law. The termination shall become effective thirty (30) days after service of the notice and rent is therefore due for the entire 30-day period. However, if the Resident vacates before the end of the 30-day notice and gives the Owner permission to re-rent the Premises for the Resident's benefit, the Resident shall be entitled to a refund of any rents paid by a new Resident during the 30-day period. The undersigned Resident(s) hereby acknowledge that a notice to vacate given in accordance with this Agreement shall be effective when given by either one or all the Residents. Resident is advised that Owner shall hold him responsible for any damages that the Owner may sustain from Resident's failure to vacate Premises as agreed.

11) **MILITARY PERSONNEL:** Military personnel on active duty may terminate this rental agreement under Federal law if the Resident:

- i) Becomes a member of the Armed Forces of the United States or other national or state military service after Resident enters the lease; or
- ii) Resident is (or becomes) a member of the Armed Forces of the United States or other national or state military service, or a member of the National Guard called to active duty more than 30 days in response to a national emergency declared by the President AND receives:
 - (1) Orders for a permanent change of station; or
 - (2) Orders to deploy for a period of at least 90 days; or
 - (3) Are relieved or released from active duty.

Resident must give Owner at least thirty (30) days written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. *(For example, if Resident served the notice on September 15th, Resident's tenancy would terminate on October 31st.)* Resident must furnish Owner with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, regarding the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

In addition, Resident must pay all outstanding balances and rent through the termination date; and make satisfactory arrangements to pay all costs incurred by Owner to repair the damages caused by Resident, Resident's guests or occupants, and pets.

Upon completion of the above terms and conditions, Resident's obligations and responsibilities under this Rental Agreement shall be deemed fulfilled. Notwithstanding any provisions regarding termination fees, if Resident is exercising Resident's right to terminate the Rental Agreement pursuant to this Paragraph 10, Resident will not be required to repay any portion of the termination fees. The release of one Resident under this Paragraph 10 will not release any other Resident unless such other Resident is the spouse or legal dependent of Resident receiving the orders described above.

- 12) **VICTIMS OF DOMESTIC VIOLENCE:** If Resident in the Premises is a victim of a crime of domestic violence, sexual assault, stalking, abuse of an elder or a dependent adult, or human trafficking and if (i) such Resident has a valid court or restraining order, a police report regarding such act, a statement by a police officer about such act, or documentation from a third party while acting in his or her professional capacity to indicate that the Resident is seeking assistance for physical or mental injuries or abuse and (ii) Resident makes a request to terminate the Rental Agreement within 180 days of the reported act or event that led to the court or restraining order or police report, then Resident may terminate the Rental Agreement, without penalty, on the following conditions: (i) Resident must provide Owner with a notice to vacate specifying the date the Rental Agreement will terminate; (ii) the terminate date must be at least 14 days after Owner receives such notice to vacate; (iii) all unpaid rent and other charges must be paid through the effective date of the termination; and (iv) Resident must make satisfactory arrangements with Owner to pay all costs Owner incurs to repair the damages caused by Resident, Resident's occupants or guests, and pets. Upon completion of the above conditions, Resident's obligations and responsibilities under this Rental Agreement shall be deemed fulfilled. Notwithstanding provisions to the contrary, if Resident is exercising Resident's right to terminate the Rental Agreement pursuant to this Paragraph, Resident will not be required to repay any portion of the termination fees.

Upon request of the victim of domestic violence, Owner will change the lock within 24 hours and provide the protected Resident a key to the new lock.

- 13) **DECORATION:** Except as provided by law, no repairs, decoration or alteration shall be done without Owner's prior written consent. Decoration includes, but is not limited to, painting, wallpapering, and hanging of murals or posters.
- 14) **CLEANING AND REPAIR:** Resident Agrees to leave the premises in the same condition as was received, subject to normal wear and tear. Resident shall keep the Premises and furniture, furnishings and appliances, if any, and fixtures which are rented for resident's exclusive use in good order and condition and pay for any repairs to the property caused by Resident's negligence or misuse or that of Resident's guests. Owner or Agent shall otherwise maintain the property.
- 15) **INSURANCE REQUIREMENTS:** This Rental Agreement includes a financial responsibility requirement. To satisfy this requirement, Resident, prior to occupancy of the Premises, must provide evidence of an insurance policy that has, at a minimum, personal liability coverage with limits of liability in an amount not less than **\$100,000 per occurrence**. Said coverage must name owner: **Ballena Village and Sequoia Equities, Inc.** as an "Other Interested Party" with a mailing address of **P.O. Box 115009, Carrollton, TX 75011-5009** and must be in place at all times during the term of this lease and any renewal thereof. Resident acknowledges their responsibility to maintain insurance on their personal property/furnishings, if so desired. **Owner provides no insurance for Resident's property.**
- 16) **DAMAGE, LOSS AND LIABILITY:** Resident's personal property is not insured by Owner. Resident acknowledges that Owner does not warrant or represent that resident's property, wherever it may be placed on the property, will be kept safe and secure from hazards caused by water, fire, elements of weather or earthquakes, theft or vandalism. It is further agreed that any property placed in the resident's unit, parking or storage area, or in any part of the property, is placed there at the resident's sole risk. Resident agrees to hold Owner, owner's agents and employees harmless from any and all damage to any and all personal property of Resident stored or held at the Property. Resident acknowledges that Owner, owner's agents and/or employees has/have advised Resident of the advantages of obtaining renter's insurance with personal property coverage to insure against such losses and has strongly suggested same to Resident.
- 17) **HAZARD NOTICE:** Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Website of the Office of Emergency Services at: <http://myhazards.caloes.ca.gov/>. Owner/Agent's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risks of loss. The owner is

not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident.

() *(checked if applicable)* The property is located in a special flood hazard area or an area of potential flooding.

- 18) **LIQUID & OTHER FURNITURE:** Without Owner's prior written consent, no waterbeds or liquid filled furniture (such as aquariums), pianos, organs, libraries or other unusually heavy objects shall be allowed in or about said Premises. Such written consent is subject to Owner receiving additional security deposit equal to one-half of one month's rent as well as being named as an additional interested on a renter's insurance policy, insuring Resident for a minimum of \$100,000 coverage for the term of residency.
- 19) **SATELLITE DISHES:** Owner will permit Resident to install one (1) satellite dish, unless written permission is granted from Owner to install a second dish, for personal, private use on the Premises under the following conditions:
 - a. The satellite dish must be one meter or less in diameter (3.281 feet);
 - b. All installations must be performed in a manner as not to cause legitimate safety concerns and in complete compliance with all applicable statutes, rules, and regulations. If permits are required, Resident will obtain all such permits prior to installation;
 - c. The satellite dish may only be installed on the inside balcony, patio or terrace that is under the exclusive control of Resident and only to extent and in locations allowed by local, state, or federal law. 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 at all.
 - d. 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 Premises, including but not limited to, outside walls, roofs, windowsills, common balconies or stairways;
 - e. 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 walls, doors, window frames, balconies, or fence railings;
 - f. Resident shall install, maintain and remove said satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance or removal of said satellite dish.
 - g. Resident shall indemnify, defend and hold Owner harmless for any damage or injury resulting from said negligence, including paying Owner's attorneys' fees and costs.
 - h. The satellite dish must be removed at the end of the lease term and all damage, other than ordinary wear and tear, must be repaired and restored.
- 20) **UTILITIES:** Resident agrees to pay for utilities commencing at the time of occupancy, furnished to the Premises, including any fees or deposits required as outlined in the Utility and Services Addendum. Each utility service shall be provided to the Premises at Resident's expense on a separate meter, actual sub metered use or ratio utility billing system (RUBS), depending on the utility and/or billing basis either directly from the utility provider in connection with the use of all utility services provided to the Premises or a third-party billing services company during the term of this Agreement, as such term may be extended, or the period of occupancy of the Premises by the Resident, whichever is longer. Sequoia Equities reserves the right to outsource the billing function to a third-party billing services company.
- 21) **JOINT AND SEVERAL LIABILITIES:** The undersigned Residents, whether or not in actual possession of the Premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised Premises caused or permitted by Residents, their guests and invitees.
- 22) **RESIDENT STATEMENTS:** Resident shall at any time during the term of this Agreement, within five (5) days of written notice from Owner, execute and deliver to Owner a statement in writing certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Resident's statement shall include other details requested by Owner. Any such statement may be relied upon exclusively by any prospective purchaser or encumbrance of the Premises. Resident's failure to deliver such statements within such time shall be conclusive proof upon the Resident that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Owner, and that there are no uncured defaults in Owner's performance.
- 23) **GOVERNMENTAL LAW:** Resident shall not violate any Governmental law in the use of the Premises, commit waste or nuisance, annoy, molest or interfere with any other Resident, guest or neighbor.
- 24) **LEGAL ACTION:** If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.

25) **DISCLOSURE OF PERSON(S) AUTHORIZED TO MANAGE THE PREMISES AND INFORMATION FOR SERVICE OF PROCESS OF NOTICES.** The following information is provided as required by California Civil Code Section 1962.

Service of Process and Notices: Notice, demands, and service of process shall be delivered to the following person: the on-site manager or any authorized agent, **(510) 865-2225, 1375 Ballena Blvd, Alameda,CA 94501-3606**

Persons Authorized to Manage the Premises: The following person is authorized to manage the premises: the on-site manager or any authorized agent, **(510) 865-2225, 1375 Ballena Blvd, Alameda,CA 94501-3606**

26) **CREDIT REPORT:** Pursuant to Civil Code Section 1785.26, Resident is hereby notified that a negative credit report reflecting on Residents credit record may be submitted in the future to a credit reporting agency if Resident fails to fulfill the terms of their rental/credit obligations or if Resident defaults in those obligations in any way.

27) **PEST CONTROL NOTICE:** Resident acknowledges receipt of a copy of the Pest Control Notice, as required by section 1940.8 to the civil code.

28) **CONDUCT OF RESIDENT:** Resident shall not cause or permit the Premises or the Property to become unclean or disorderly. Resident shall not annoy, harass, endanger, nor inconvenience any other Resident, Vendor, or a Supplier, Owner and/or Owner's Agents, commit waste, create a nuisance, or disturb the peace, quiet or tranquility of any other Resident. Resident shall not cause or permit the operation of any loud broadcasting or amplification equipment at any time on the Premises, nor shall they interfere with Management function. Resident is responsible for the actions of Resident's guests and invitees, and a breach of any of the terms and conditions of this Agreement by such guest or invitee shall be deemed a breach by Resident. Resident shall not cause or permit the emission from the Premises any objectionable sound, smell, radiation, or sight. In the event of any water penetration of the Premises, Resident shall immediately, notify Owner. Resident shall use all reasonable care to cause all windows and other openings in the Premises to be closed in the event of rain or inclement weather.

Resident further acknowledges that housekeeping and cleanliness are the responsibilities of Resident. Resident agrees to maintain the Premises in a clean and sanitary condition, in a manner consistent with preserving the condition of the Premises. Should the Resident cause or allow a condition, i.e. adverse/unhealthful condition based on improper maintenance/ventilation of the Premises, including but not limited to mold/mildew. Resident hereby holds Owner harmless from any claim resulting from such failure of Resident. If damage occurs (other than normal wear and tear) that is caused by acts or neglect of Resident, his/her guests or others occupying or visiting with Resident's permission, Resident may repair at his/her own expense, after obtaining Owner's written approval. Upon Resident's failure to make such repairs, after reasonable notice by Owner, Owner may cause such repairs to be made, and Resident shall be liable to Owner for any reasonable expense thereby incurred by Owner.

29) **USE-GUESTS:** Resident(s) agree that the Premises are to be used only as a private residence, or other legally permissible use, and for no other purpose without the prior written consent of the Owner. Guests staying more than 14 consecutive days within a 12-month period without the written consent of the Owner shall be considered a breach of the terms of the Rental Agreement regarding subletting and assignment.

30) **AMENITIES:** Facilities and/or amenities offered at the community are subject to revision or deletion, without notice, and Resident agrees to hold Owner harmless from claims. Included in the definition of Amenities shall be any parking stall or garage space unless such space is rented from Owner under a separate written agreement signed by both parties.

31) **CONDITION OF PREMISES:** Resident agrees to immediately, notify Owner of any defects or dangerous conditions that may exist, including any water penetration of the Premises. Resident acknowledges that the Premises may have previously suffered water intrusion and/or presence of elevated levels of mold/mildew. If owner is aware that condition existed, Owner has made repairs and confirmed that no elevated levels of mold/mildew are present upon lease commencement. Resident must notify Owner immediately if the Premises suffer any new water intrusion because this could allow growth of mold or mildew if not immediately repaired. Resident shall be responsible for and holds Owner harmless from any damages or injuries from water intrusion or mold if Resident fails to report water intrusion to Owner immediately or to allow Owner's representatives immediate entry into the Premises for repair and testing.

- 32) **SMOKE DETECTORS and CARBON MONOXIDE ALARMS:** The Premises are equipped with smoke detectors and, in some cases, carbon monoxide alarm(s), in compliance with state law. Resident acknowledges the devices were tested and its operation explained by Management in the presence of Resident at time of initial occupancy and the devices in the unit were working properly at that time. Each Resident shall perform the manufacturer's recommended test to determine if the devices are operating properly at least once a week. Resident acknowledges that said device and alarm may be either a battery-powered or hard-wired unit as outlined by applicable law. If the unit is battery-powered, it shall be the responsibility of Resident to (a) ensure that the battery is always in operating condition; and, (b) replace the battery as needed. If the unit is hard-wired, it shall be the responsibility of Resident to test the device as stated above. Resident shall inform Owner or Owner's authorized agent immediately, in writing, of any defect, malfunction or failure of any detector. Resident shall not, and shall not allow, any tampering or disabling of any such detectors.
- 33) **BALCONY/PATIO/YARD/TERRACE:** Resident hereby agrees to take proper care of the balcony/patio/yard/terrace (herein referred to as "balcony/patio") surrounding the Premises and to keep the areas neat and clean at all times. The following is **not** permitted:
- a. To have any item or object extending beyond the balcony/patio railing.
 - b. This area may not be used for storage, in general. Specifically, it is not permitted to have: storage containers, furniture, bikes, mopeds, motorcycles or propane tanks stored in the patio/balcony area. The only items permitted will be outdoor/garden style furniture in good condition, such as a patio table, patio table umbrella and patio chair(s). Planters or potted plants using natural dirt and planting material that is not flammable will also be permitted, providing these items shall only be placed on the deck of the patio/balcony and shall have an appropriate means of preventing water and dirt from running out of the planter. These items may **not** be placed on the balcony or patio railings.
 - c. No dust, rubbish, litter, or anything else shall be swept, thrown, or emptied from the balcony/patio.
 - d. Indoor/outdoor carpet or artificial grass may not be used as a floor covering for this area.
 - e. Flags, posters, banners, signs or other similar attachments may not be displayed in the area.
 - f. Nails, hooks and/or screws of any kind may not be drilled/hammered into the exterior of the building.
 - g. Tiki torches (of any kind), portable fire pits, candles, rope light or other heat or fire sources are not permitted.
 - h. Resident shall not store or hang rugs, towels, laundry, wash, or other such items on the railings or other portions of the balcony/patio. Clotheslines or drying racks may be permitted under the following conditions: i) the clothesline or drying rack must be free-standing (meaning it does not attach to the building); ii) the clothesline or drying rack does not create a health or safety hazard, block doorways, or interfere with walkways or utility service equipment; and iii) the clothesline or drying rack has been approved by Owner/Agent.
 - i. Bird or other animal feeders, trash, and excessive clutter are not permitted.
 - j. Seasonal and holiday decorations and displays may be displayed. All decorations must be removed no later than 15 days after the holiday has passed.
- 34) **RIGHT OF ENTRY.** Owner will have the right to enter the premises as allowed by law. 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, mortgagees, 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, for purposes set forth in Chapter 2.5 (commencing with Section 1954.201), to comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code. Owner will serve Resident with written notice before entry unless entry is due to an emergency, surrender or abandonment of the unit, or the tenant 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 tenant is present and consents to entry at the time of entry, or to exhibit the unit to prospective or actual purchasers of the property, provided that Owner has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- 35) **ABANDONMENT:** Resident shall not vacate or abandon the Premises prior to the expiration or termination of this Rental Agreement. If Resident does abandon, Owner shall have the right to re-enter in accordance with California Civil Code Section 1951.3.
- 36) **ABANDONED PERSONAL PROPERTY:** Resident's personal property remaining in the Premises after Resident has vacated shall be disposed of in accordance with California Civil Code Section 1981.
- 37) **LIABILITIES:** Resident shall hold Owner and his agent harmless from all claims of loss or damage to property and of injury to or death of persons caused by the acts or negligence of Resident, his guests, licensees or invitees, occurring on or about the Premises. Resident hereby acknowledges that it is Resident's responsibility to monitor the condition of the Premises during the term of the residency. Early detection and reporting of problems to Owner are required in order to mitigate damages to the Premises and adverse conditions relating to the health and welfare of the Resident. Resident hereby expressly releases Owner from any and all liability for

loss or damage to Resident's personal property or effects arising out of water leakage, breaking pipes, fire, theft or other causes. Resident's possessions placed in public or private storerooms within the building are so placed at Resident's sole risk and Owner shall have no liability for any loss or damage caused to said possessions.

Resident assumes responsibility for all items stored by him on or about these Premises prior to agreed commencement date of this Agreement. Resident understands and agrees that Owner may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Resident understands and agrees that Owner has no obligation or liability for the acts or omissions, whether negligent or otherwise, of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Owner.

Resident understands that Owner reserves the right to pursue possession of the Premises in the event that Resident fails to timely report or correct a Resident-caused condition after reasonable notice from Owner. Resident would thereafter be barred from using this condition as a defense to an unlawful detainer action. Resident recognizes that Owner and its legal representatives do not guarantee, warrant, or assure Resident's personal security and are limited in their ability to provide protection. Resident understands that Owner is not responsible for criminal acts nor that Resident will be free from violent tendencies of third persons. Resident has been informed and understands and agrees that his/her personal safety and security is his/her personal responsibility.

- 38) **ENVIRONMENTAL INDEMNIFICATION:** To the fullest extent allowed by law, Resident acknowledges that certain materials containing potentially health-affecting substances may exist in the Premises. As additional consideration for Owner's entering in this Agreement, Resident, for himself, his heirs, successors, assigns, guests and all other claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the Premises of any and all health affecting substances, (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Owner, Owner's agents, principals and employees with respect to any health hazard occurring in connection with the presence of the Apartment Complex of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Owner against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorney's fees at both the trial and appellate levels, that the Owner 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 having been brought, or allowed to be brought, into the Premises by Resident, guest or other person occupying, using or residing in the Premises.
- 39) **DESTRUCTION OF PREMISES:** If the Premises become totally or partially destroyed during the term of this Rental Agreement so as to seriously interfere with Resident's occupancy, either party to this Agreement may terminate immediately upon delivery of written notice.
- 40) **DESCRIPTION OF PERMITTED ALTERATION:** Owner agrees to allow Resident to perform the following alteration to the leased Premises at 311 TIDEWAY DR. #102 : [Describe permitted alteration in detail].
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- 41) **DISPOSITION OF ALTERATION:** When Resident moves out or surrenders possession, Resident shall leave the alteration described above in place. The alteration shall become the property of Owner without compensation to Resident.
- 42) **REGISTERED SEX OFFENDERS NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of 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.
- 43) **GENERAL:** Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural where the context requires, also the masculine shall include the feminine. The breach of any of the covenants or terms is to all rights of termination by either party. Resident shall be in material default under the Agreement if Resident breaches any obligation under this Agreement or applicable law.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches.

The invalidity, or partial invalidity, of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Headings or titles to paragraphs herein are not part of this Rental Agreement and shall have no effect on construction or interpretation. Oral representations, agreements and guarantees are not binding.

- 44) **ANIMALS:** Resident agrees to notify Owner within 24 hours of any animal, whether pet or assistive animal, dwelling in the home. Resident shall be subject to paying a deposit and pet rent, if applicable. Resident agrees to pay charges including but not limited to de-fleeing, deodorizing, enzyme control, and shampooing. Resident also agrees to pay for any and all damages incurred by the animal. Any unauthorized animal constitutes breach of Lease. Permission may be granted or denied at Owner's sole discretion.

Owner will allow assistive animals for Resident and may request a written statement from a qualified professional verifying the need for the assistive animal. Assistive animals are not subject to a pet deposit or pet rent. Resident agrees to pay charges including but not limited to de-fleeing, deodorizing, enzyme control, and shampooing. Resident also agrees to pay for any and all damages incurred by the animal.

- 45) **FINES AND PENALTIES:** Residents is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the Premises or the property while Residents is in possession. If any such fines or costs are levied against Landlord, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the Premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident

- 46) **WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Landlord of the rent with the knowledge of any violation of a covenant or condition of this Agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.

- 47) **DRONES:** The use of drones is considered an invasion of privacy. Resident may not utilize a drone to enter into the common areas, property grounds, or the balcony/patio/yard airspace of the property. This includes but is not limited to using the drone to enter the land or into the airspace above the land of another person without the Landlord's permission or otherwise commits a trespass in order to capture any type of visual image, sound recording, or other physical impression of another person.

- 48) **NONDISCRIMINATION:** There will be no discrimination against or segregation of any person or groups of persons on account of race, creed, religion, color, national origin, ancestry, disability, medical condition, sex, marital status, familial status, age, source of income, sexual orientation or gender identity in the lease, transfer, use, occupancy, tenure or enjoyment of the Building and/or the Unit; nor will the Landlord or any person claiming under the Landlord establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of residents or occupants in the Building.

- 49) **RENTAL APPLICATION:** Resident acknowledges that any false or misleading statements made in Resident's application to lease the Premises shall constitute as a non-curable breach of this Lease and shall entitle the Owner to serve Resident(s) with a three-day notice terminating the tenancy.

- 50) **SURVEILLANCE:** Resident acknowledges that, but not all areas of the premises, may be monitored by surveillance. Resident understands that this does not guarantee personal safety and that surveillance is not monitored by owner. Resident also acknowledges that Resident and Resident's household members and guests do not have any expectations of privacy within common areas. Owner has no obligation to preserve or make available the contents of any recordings to resident or others.

- 51) **ACKNOWLEDGEMENT AND ADDENDUMS:** The undersigned Resident acknowledges having read the foregoing and received a copy of this Agreement. Resident acknowledges that additional terms and provisions have been agreed upon which are designated as an Addendum, a copy of which is attached hereto. The following may or may not apply to your lease and are named: AB 1482 Tenant Protection Act, Asbestos Addendum, Bed Bug Addendum, Prop 65 Addendum, Concession Addendum, Flex Addendum, Garage Addendum, Good Neighbor Addendum, Lead Addendum, Mold Addendum, Open Flame Device Addendum, Package Acceptance, Parking Rules, Patio Shade Addendum, Pool and Spa Regulations, Smoke-Free Addendum, Storage Addendum, Unlawful Activity Addendum, Utility and Services Addendum, Valet Waste Addendum, Water Submeter Addendum and is incorporated herein as though fully set forth at length.

THE FOREGOING CONSTITUTES THE ENTIRE AGREEMENT between the parties and may be modified only by a written document signed by the parties hereto. **Resident understands that the lease term Paragraph 9 above contain provisions under which this Agreement may automatically continue as a tenancy from month-to-month upon the expiration of the lease term.**

Apartment **311 TIDEWAY DR. #102**

(Resident) Date

(Owner/Agent) Date

(Resident) Date

(Resident) Date

(Resident) Date

(Resident) Date