



LEASE CONTRACT

CERTIFIED LEASE CALIFORNIA

PARTIES AND LEASED PREMISES

Owner Willowbend Apartments	Address 1035 Aster Ave, Sunnyvale, CA 94086	Phone (408) 246-7340
Residential Community Willowbend Apartments		
Street Address 1035 Aster Ave	City Sunnyvale	State California
		ZIP 94086
Residents Jay Janodia and Bhumika Ahuja		Leased Premises 2164
Street Address 1035 ASTER AVE 2164	City SUNNYVALE	State California
		ZIP 94086

LEASE TERM

Type <input checked="" type="checkbox"/> Move-In <input type="checkbox"/> Renewal	Length 1 year and 18 days	Move-In Date 12/14/2023	Start Date 12/14/2023	End Date 12/31/2024	Date Signed November 21, 2023
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RENT

Payable To Willowbend Apartments	Address 1035 Aster Ave, Sunnyvale, CA 94086	Phone (408) 246-7340
Usual Days and Hours When Rent May be Personally Paid Monday-Saturday, 9am-6pm, Sunday 10am-2pm	Due On 1st	Late Fee On 6th
	Fax () -	

CHARGES

Dishonored Payment (After 1st)	\$25.00	Lock Change Charge	\$35.00	Utilities (Late Setup)	\$25.00
Lease Buy-Out	\$5,520.00	Key Replacement Charge	\$25.00	Late Payment	\$50.00
Dishonored Payment	\$50.00				

CONCESSIONS*

Concession #1: One-Time, Applied January, 2024 - January 2024	\$2,000.00
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*All concessions are subject to the terms of the Residential Lease Contract and any agreement/addenda relating to concessions.

TOTAL MOVE-IN COSTS

Prorated Rent and Monthly Charges	\$1,602.58	Total Deposits	\$1,000.00	Total One-Time Fees	\$0.00
HOLDING DEPOSIT PAID ON 11/21/2023					(\$1,000.00)
TOTAL DUE ON OR BEFORE MOVE-IN					\$1,602.58

MONTHLY PAYMENTS		DEPOSITS		ONE-TIME FEES	
Base Rent	\$2,760.00	Security Deposit	\$1,000.00	Application Fee(s)	\$0.00
TOTAL MONTHLY PAYMENT	\$2,760.00	TOTAL REFUNDABLE SECURITY DEPOSITS	\$1,000.00	Paid \$98.00	
				TOTAL ONE-TIME FEES	\$0.00

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement" or "Lease") is made and entered into as of the **21st** day of **November, 2023**, by and between Owner of Residential Community ("Owner") and **Jay Janodia and Bhumika Ahuja**, jointly and severally (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), located within **Willowbend Apartments** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose, except as specifically mandated by applicable law. The Leased Premises may also include the right to rent additional features such as parking spaces, storage and garage spaces, which, if applicable, will be designated and included in a separate written agreement or addendum to this Agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements may be included with and attached to this Agreement, but such third party will not have a

right to possession of the Leased Premises. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors ("Owner's Related Parties") are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder, but are not personally responsible for any of Owner's obligations under this Agreement.

- 1. OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises may be occupied solely by Residents. No other persons have permission to occupy the Leased Premises unless such permission is in writing and signed by Owner or its authorized agent. Owner's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Residents named above and shall not constitute permission for the person making the payment to occupy the Leased Premises. Should any person not named above make any claim to right of possession of the Leased Premises, any such person shall be deemed to be the guest or invitee of the named Residents and their claim to right of possession shall be denied. Any person named above in this Section who is not also named above as a Resident and/or who is not a signatory to this Agreement shall be deemed to be invitees of the named Residents, who are signatories to this Agreement. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Leased Premises, and if any such individual thereafter makes a claim to right of possession of the Leased Premises, that claim shall be denied on the basis that said individual is the invitee of the named Residents and does not have an independent claim to right of possession of the Leased Premises. It is a material breach of this Agreement if any person other than Residents or Occupants occupies the Leased Premises for more than six (6) consecutive days or fourteen (14) total days in any twelve (12) month period, and shall entitle Owner to serve Residents with a notice terminating the tenancy, in addition to any other remedies Owner may have.

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

- 2. TERM.** This Agreement shall be for a fixed lease term of 1 year and 18 days. The initial term ("Initial Term") of this Agreement shall begin on December 14, 2023 and end at 11:59pm on December 31, 2024. **Thereafter, this Agreement will automatically renew for successive month to month terms unless either party provides written notice that it will not renew at least thirty (30) days prior to the expiration of the Initial Term. After the first year of occupancy, Owner shall give Residents at least sixty (60) days prior written notice of termination.**

Any holding over by Residents at the expiration of the lease term with the consent of Owner shall create a month-to-month tenancy on the same terms and conditions set Civil Code Section 827 and terminable by either party upon proper written notice, in accordance with the provisions of California Civil Code Section 1946 unless otherwise prescribed by a local ordinance or other applicable law.

2.1. Move-Out Notices and Procedures. Prior to moving out, Residents are required to provide Owner with advance written notice of at least thirty (30) days. The move out notice must comply with all applicable notice provisions of this Agreement and provide Residents' move out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement or a different notice period is required by law. Verbal move out notice is not an acceptable form of termination. The move out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due.

- 3. SECURITY DEPOSIT.** Residents have deposited with Owner the sum of \$1,000.00, the receipt of which is hereby acknowledged as a security deposit and which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims above the amount of the security deposit. Owner shall not be obligated to pay Residents interest in connection with such security deposit, unless specifically required by applicable law.

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



If the security deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional security deposit will be disbursed by Owner in accordance with this section at the end of the statutory period following the end of Residents' tenancy. Removal of the pet, satellite dish or waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.

4. **RENT.** Residents agree to pay to Owner, as rent for the Leased Premises, the sum of **\$2,760.00** per month. If Residents' tenancy initially commences after the first (1st) day of the month, Residents agree to pay **\$1,602.58**, due as prorated rent for the first partial month. Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the **1st** day of each month ("Due Date") in the form of **online payment, debit, personal check or certified check**. Cash will not be accepted. Rent and all other sums due to Owner will be payable to **Willowbend Apartments, 1035 Aster Ave, Sunnyvale, CA 94086, (408) 246-7340**. The usual days and hours when payments may be made personally are: **Monday-Saturday, 9am-6pm, Sunday 10am-2pm, 1035 Aster Ave, Sunnyvale, CA 94086**. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience – the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **6th** day of the month, payment must be in the form of **certified check or money order**. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of **certified check or money order**.

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

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

4.2. **Concessions.** Any concessions are governed by the Concession Addendum to this Agreement, which is incorporated into this Lease and contains additional provisions relating to rent.

4.3. **Pro-Ration.** In all instances where a pro-rated amount of rent is computed during this tenancy, **the actual days in the month for which the pro-ration is computed** will be used. In the event of unlawful detainer or other litigation where the court is called upon to determine the fair market rental value of the Leased Premises, the Parties agree that, unless alleged otherwise in the complaint and proved otherwise at trial, the rental value for any entire month shall be the then current contract rental rate for that month, and the pro-rated daily rental amount for any number of days less than one full month shall be the then current contract monthly rental rate divided by **the actual number of days in the month for which daily rental value is being computed**.

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

5.1. **Late Payments.** If Residents have not paid the full rent payment within **5** day(s) after it is due under this Agreement, Residents shall pay a sum of **\$50.00**, as stipulated liquidated damages for the amount of damages Owner will be forced to endure in the event of rent being paid late.

5.2. Dishonored Payments. Residents shall pay Owner a sum of **\$50.00** for the first returned payment and a sum of **\$25.00** for any additional returned payments, as stipulated liquidated damages, as both Residents and Owner hereby agree that the amount of damages Owner will be forced to endure in the event of such returned payments. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **certified check or money order**. If **one (1)** or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **certified check or money order** plus any and all costs required in the collection of said payments.

- 6. PAYMENTS.** Owner is not obligated to accept partial payments of rent or other charges after the expiration of a Notice to Pay Rent or Quit or Notice to Perform Covenant or Quit. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner may first apply payments received to any unpaid amounts other than rent, and/or Owner may apply payments received to the oldest amounts due from Resident before applying any payments to current amounts due, all irrespective of any written or verbal requests by Residents or when the charges may have accrued. To the extent that payments are made by Residents that Owner first applies to prior to Residents' prior amounts due, and the payments are not in amount to also cover Residents' current amounts due, Residents are advised and acknowledge that such a shortfall in the amounts paid can be subject to the provisions regarding late payments as specified above.

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

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

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

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

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

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, Owner and Residents agree will be considered to be a breach of this Agreement.



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

- 8. MULTIPLE RESIDENTS OR OCCUPANTS.** Owner and Residents agree that Residents will be in material breach of this Agreement if any Resident, Occupant, or guest (whether invited or uninvited) violate any of the terms of this Agreement or the Rules. Residents are jointly and severally liable for all obligations arising under this Agreement whether or not they remain in actual possession of the Leased Premises. Notices or demands from Owner that are served upon any Resident, Occupant or guest are deemed validly served upon all Residents. Each Resident agrees and is deemed to be an agent for service of process for all other Residents in eviction proceedings.

8.1. Replacements and Subletting. Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and rental criteria, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement unless specifically released by Owner. Replaced Residents and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises. Any attempt to replace any Residents or sublet the Leased Premises without Owner's prior written consent will be void. Residents shall not assign this Agreement.

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

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

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

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) Businesses allowed in a home by State statute will be permitted to the extent mandated by applicable law with proper licensing and notification provided to Owner in advance of the operation of the business; and



8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any Rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives. Owner and Residents agree that any violation of these provisions shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with notice to cure said breach and/or terminating the tenancy depending upon the severity of said breach.

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

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic written notification to Owner any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, plumbing, appliance or appurtenance damaged by the misuse or neglect of Residents or any members of their household, occupants, guests, licensees or invitees.

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

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

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

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

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during



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

Without waiving any rights with respect to application of payments set forth in Section 6 above, Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the **1st** day of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement.

11.1. Connecting Utilities. If a utility is individually metered, it must be connected in Residents' names and Residents must notify the utility provider of Residents' move-out date so the meter can be timely read. If Residents delay getting it turned on in Residents' name by lease commencement or cause it to be transferred back into Owner's name before Residents surrender or abandon the Leased Premises, Residents will be liable for the cost of the utilities used while the utility should have been connected in Residents' names. Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents fail to connect utilities in their name at the inception of the tenancy or return the utilities into Owner's name after Residents surrender possession, but the Parties agree that Owner does, in the event of such delay, incur certain costs, such as additional bookkeeping and administrative time addressing and accounting for the breach. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, the Parties agree that the above liquidated damage charges represent a reasonable approximation of the damages Owner is likely to suffer from Resident failing to fail to connect utilities in their name at the inception of the tenancy or return the utilities into Owner's name after Residents surrender possession. If Residents are in an area open to competition and the Leased Premises is individually metered, Residents may choose or change Residents' retail electric provider at any time. If Residents qualify, Residents' provider will be the same as Owner's, unless Residents choose a different provider. If Residents choose or change Residents' provider, Residents' must give Owner written notice. Residents must pay all applicable provider fees, including any fees to change service back into Owner's name after Residents move out.

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

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



- 13. RISK OF LOSS OF RESIDENTS' PROPERTY.** Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than **\$100,000.00** for the Initial Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere on the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages to Residents' personal property sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, pandemic, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents, any members of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.
- 14. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **10** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Leased Premises or the Residential Community should contact Owner, before bringing the animal into the Residential Community, and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.
- 15. HOLD HARMLESS FOR GUESTS.** To the extent allowed by law, Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' occupants, guests, invitees or any other person in the Leased Premises. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner.
- 16. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Initial Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to allegations regarding cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.
- 17. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject to payment of damages for which Residents are liable.
- 17.1. Safety Concerns.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of themselves, their, guests, their invitees, their licensees and their personal property as if such systems and deterrents did not exist.
- 17.2. Surveillance Cameras.** Owner may install surveillance cameras in some of the common areas of the Residential Community. These cameras may or may not be monitored and the footage recorded by these cameras, if any, may or may not be kept by Owner for any length of time. Owner may remove such cameras, or install additional cameras, or cease recording with the cameras, at any time without notice to Residents. Footage from any cameras belongs to Owner and shall not be released to any resident although such footage may be released to law enforcement personnel, insurance adjusters or others with legitimate business needs for such footage in the sole discretion of Owner and without the consent of any individuals recorded by such footage.
- 17.3. Background Checks.** Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to



enter into this Agreement. Background checks are limited to the information that is publicly available, which varies greatly from County to County, information that can be positively associated with a particular person based upon limited available identifiers in the public record, and information that is actually reviewed, and therefore are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

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

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

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

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

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

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



- 20. CLEANING.** Residents are required to return the Leased Premises to the same level of cleanliness it was in at the inception of the tenancy which will generally require Residents to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move out and cleaning instructions provided by Owner. If Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses.
- 21. RESIDENTS' PERSONAL PROPERTY.** Residents shall remove all personal property from the Leased Premises when vacating the Leased Premises. If personal property is left in the Leased Premises, Owner shall deem it abandoned property and dispose of it in accordance with applicable law and recover costs of doing so from Residents to the greatest extent permitted by applicable law.
- 22. RELEASE OF RESIDENTS.** Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement for any reason during the Initial Terms or any Renewal Terms.

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

Residents seeking release pursuant to the SCRA (except for those terminating based on stop movement orders) are required to provide: 1) written notice to Owner; and 2) copies of Resident's military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. Residents seeking release based on stop movement orders must submit written notice of termination and a copy of their stop movement orders, and the termination is effective immediately upon submission. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the servicemember. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

23. PESTS AND PEST CONTROL.

23.1. Contract for Pest Control Services. The Leased Premises and the Residential Community may be covered by a contract for regular pest control service. If so, pursuant to applicable law, concurrently with signing this lease, you are being provided with a copy of the legally required notice provided by the registered pest control company.

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

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

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

24. INFORMATION ABOUT BEDBUGS. Pursuant to California Civil Code Section 1954.603, Owner hereby

provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting of suspected infestation to Owner:

Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Survival: Bed bugs can survive for months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common Signs and Symptoms of a Possible Bed Bug Infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

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

24.1. Reporting Infestations. Residents are required to report, in writing, any suspected infestations to Owner immediately after discovery. Residents shall report any signs of any infestations, including, but not limited to any household member experiencing any bites, seeing any insects or other vermin within the Leased Premises or seeing any feces or other detritus relating to insects.

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

25.1. Zero Tolerance Crime Policy. Residents, Occupants, guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

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

25.3. Fair Housing. Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, color, religion, sex, gender, gender



identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person.

25.4. Unpaid Balances. All unpaid balances bear ten percent (10%) interest per year from due date, compounded annually. Additionally, if Residents fail to pay all sums due as stated in the demand letter by the deadline stated in the demand letter, Residents shall be liable to pay all collection agency fees related to the collection of the unpaid balances.

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

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

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

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

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

Initial: 

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

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

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

Residents shall post and remove any political signs in compliance with the time limits set by the ordinance for the



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

25.13. Cash is not acceptable as a form of payment. All monthly payments must be made by one (1) check not multiple checks. Partial payment of rent is not acceptable at any time; all payments must be made in full to include all amounts due. Post-dated or third party payments will not be accepted.

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

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

28. NO WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent or to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

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

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

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

Animal Addendum	Parking Storage Garage Addendum
Bedbug Addendum	Pest Control Addendum - CA
Community Policies	Pesticide Disclosure Addendum - CA
Concession Addendum	Resident Contact Information
Fireplace Disclosure - CA	Restricted Animal/Breed Policy
Flood Hazard Disclosure - CA	Smoke Free Addendum
Key, Permits & Access Device Addendum	Standard Cleaning Charges
Lease Buy-Out Agreement	Tenant Protection Act Addendum - CA
Move In - Pre-Move Out - Move Out Inspection Form	Utilities Addendum

31. SIGNATORIES. This Agreement expresses the complete understanding of the parties with respect to the subject



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

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

The undersigned expressly understand and acknowledges that the "Term" Section of this Agreement provides for the tenancy to renew automatically on a month-to-month basis at the end of the Initial Term if Residents remain in possession of the Leased Premises after the expiration of the Agreement or fails to give notice of Residents' intent not to renew or extend before the expiration of the Agreement.

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



Signed by Jay Janodia

Wed Nov 22 2023 08:19:15 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:37:08 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **seven (7)** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Addendum and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions; however, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
2. Subject to strict compliance with this Addendum, you are permitted to have the following **0** animal(s) on the Leased Premises:

No pets have been authorized at this time.

3. **RENT.** A total monthly animal rent of **\$0.00** is required. The animal rent shall be due and payable with Residents' monthly rental payment.
4. **DEPOSIT.** An additional deposit of **\$0.00** is required. Upon vacating the Leased Premises, Owner shall do an inspection of the Leased Premises and any sanitizing or damage attributable to the animal(s) shall be charged to Residents accordingly. The animal deposit will be considered part of the general security deposit and can be applied to all damages. This additional security deposit shall be deemed part of the general security deposit for all purposes. The security deposit amount set forth in this Addendum is in addition to, and not in lieu of, any other security deposit paid by Residents. Refund of the security deposit will be subject to the terms and conditions set forth in the Residential Lease Contract.
5. **COMMUNITY RESTRICTIONS.**
 - A. Residents shall be limited to a maximum of **1** animal(s) weighing not more than **15 pounds** per animal when fully grown, unless otherwise given written permission by Owner.
 - B. When animal is acquired, additional sums may be required to be paid by Residents. Service or emotional support animals are not subject to this provision nor the standard animal deposits and animal rent requirements; however, Owner may require a written statement from a qualified professional verifying the need for the assistive animal.
 - C. Residents are responsible for the immediate removal of animal's waste. Animal owners are required to purchase and carry scoopers and/or trash bags when walking dogs within community, including designated dog run areas. Some communities may be equipped with pet waste disposal stations.
 - D. Residents may not leave the animal on the patio, balcony or in the yard for extended periods of time.
 - E. Animals are not allowed on landscaped or grassy areas under any circumstances.
 - F. Patios should be kept clean of animal droppings. During hot weather, especially, odors from such can be extremely offensive to neighbors. No food is to be left outside.
 - G. Because of health regulations, non-service animals are not permitted in or around the pool area, laundry rooms, or other recreational facilities unless medically necessary for a disabled individual. Any mess on the grounds created by the animal shall immediately be cleaned up by the pet owner.
 - H. Owner is not obligated to make necessary or requested repairs while an animal is present in the Leased Premises.
6. **INOCULATION.** Said animal must be properly licensed and have current inoculations for the type of animal.
7. **DISTURBANCE.** Residents will be asked to remove any animal that regularly disturbs other residents, whether inside or outside, or constitutes a problem or obstruction to the agents and employees of the Owner from properly performing their functions, duties and responsibilities.
8. **REVOCATION.** If Residents fail to remove said animal following complaints from residents and requests from Owner, the Residents agree, on **seven (7)** days written notice, to remove animal from the Leased Premises permanently. Owner may revoke the consent given herein upon **seven (7)** days written notice, which revocation will require Residents to remove the animal from the Leased Premises within said **seven (7)** days.
9. **OWNER'S LIABILITY.** In the event of injury or death of an animal, Owner will not be liable to Residents, any member of

Residents' household, occupants, guests, invitees, or other persons for any indirect, incidental, consequential or special damages, whether foreseeable or not nor however caused, even if Owner is advised of the possibility of such damages.

10. INDMNIFICATION BY RESIDENT. Residents agree to indemnify, defend, and hold Owner harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Residents' animal.

11. VIOLATION OF RULES/VIOLATION FEE. If Residents, any member of Residents' household, occupants, guests, invitees, or other persons violate any rule or provision of this Animal Addendum, then Owner may demand that Residents remove the animal permanently from the Leased Premises. Owner also has all other rights and remedies set forth in the Residential Lease Contract, including but not limited to damages, termination, and eviction. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animal, and/or evict Residents, based upon any violation of this Addendum.

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



Signed by Jay Janodia

Wed Nov 22 2023 08:19:31 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:37:19 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

BED BUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

This Addendum is intended to provide information and instructions for preventing and controlling bed bugs in order to maintain and protect the quality of the living environment for all Residents.

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of a bedbug infestation in the Leased Premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities, and agree and understand that, in addition to any other remedies available to Owner under the Lease, Residents may be liable for any damages resulting from their failure to comply with the following:

1. Prevention Recommendations. Residents will practice good housekeeping, including the following:

- Residents will check for hitch-hiking bedbugs. If Residents stay in a hotel or another home, inspect clothing, luggage, shoes, and belongings for signs of bed bugs before Residents enter the Leased Premises. Check backpacks, shoes, and clothing after visits to friends or family, theaters, and after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
- Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Residents will keep the Leased Premises clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
- It is highly recommended that Residents cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.

2. Prompt Reporting. Residents must immediately notify Owner, in writing, of any problems. Specifically, Residents will:

- Report any signs of bed bugs. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from one dwelling unit to another.
- Report any maintenance needs. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Cooperation with Pest Control. Residents will cooperate with pest control efforts, including allowing Owner to access the Leased Premises, in accordance with applicable law, to inspect and provide necessary treatments. If the Leased Premises (or a neighbor's residence) is infested with bed bugs, a pest management professional may be called in to provide necessary treatments. The treatment is more likely to be effective if the Leased Premises is properly prepared. Residents will comply with the recommendations from the pest management professional, including:

- Remove all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- Check mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- Empty dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.

- Vacuum floors, including inside closets. Pay special attention to corners, cracks, and dark places.
- Vacuum all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
- Carefully remove vacuum bags, seal bags in plastic, and discard.
- Clean all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

4. Indemnification. Residents agree to indemnify and hold harmless Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees the Owner may sustain or incur as a result of the negligence of Residents or any guest or other person living in, occupying, or using the Leased Premises.

5. Information about Bed Bugs.

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms** of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <https://www.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

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

Initial:

J. J.
76C56F1C

B. A.
4D7455F3

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



Signed by Jay Janodia

Wed Nov 22 2023 08:20:13 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:37:29 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

COMMUNITY POLICIES AND RULES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

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

Property Telephone #: (408) 246-7340	Emergency Maintenance #:
Property Address: 1035 Aster Ave, Sunnyvale, CA 94086	Property E-mail Address: krystal@gemresco.com
Usual Office Hours: Monday-Saturday, 9am-6pm, Sunday 10am-2pm	

SECTION A: PROPERTY/MOVE-IN INFORMATION

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

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

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

PARCELS/PACKAGES: Residents are responsible for making arrangements for parcel delivery that does not fit in the provided mail receptacle. This includes parcels from UPS, Federal Express, U.S. Postal Service or other mail and delivery services.

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

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

SECTION B: USE OF PREMISES

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

BARBECUES: Unless included with the Leased Premises as an existing fixture or appliance, due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the premises or on patios, balconies or breezeway areas. Any use of open flame is prohibited including but not limited to barbecues and torches.



Initial:

J.J.
76C56F1CB.A.
4D7455F3

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

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

SMOKE DETECTOR: A smoke detection device has been installed in each Leased Premises. Residents acknowledge the smoke detector(s) was/were tested and its operation demonstrated by the Owner in the presence of Residents at the time of initial occupancy and the detector(s) in the Leased Premises was working properly at that time. By initializing as provided, each Resident understands that said smoke detector(s) and device is a **hard-wired with battery backup unit** and it shall be each Resident's responsibility to: 1) ensure that the battery is in operating condition at all times; 2) replace the battery as needed (unless otherwise provided by law) -- a periodic "chirping" usually means the battery is in need of replacement; and 3) if, after replacing the battery, the smoke detector(s) does not work, inform the Owner Representative immediately in writing. Residents shall perform the manufacturer's recommended test to determine if the smoke detector(s) is/are operating properly at least once per month. Resident must inform the Owner Representative immediately in writing of any defect, malfunction or failure of any detector(s). Residents are not to disable the smoke detector for any reason. Disabled smoke detector puts life at risk. REMOVING OR TAMPERING WITH A SMOKE DETECTOR(S) will be considered cause for termination of residency. Residents will be assessed a charge of **\$0.00** for tampering with or removing the smoke detector. In accordance with California Law, Resident shall allow Owner access to the Leased Premises for the purpose of correcting any such defect, malfunction or failure.

Initial:  

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

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

CARE OF EQUIPMENT AND PREMISES

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

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

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

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

Lighting Fixture: When replacing light bulbs, always check the correct amount of wattage. Installing a light bulb with



Initial:  

improper wattage can be a fire hazard. Replacement of all bulbs within your Leased Premises is your responsibility after move-in.

Locks: Residents shall not alter any lock or install a new lock or knocker on any door of the Leased Premises without the written consent of Owner, and if installed, they shall not be removed. In such case consent is given, Residents shall provide Owner with a key for the use of Owner, pursuant to Owner's right to access to the Leased Premises. Locks or chains must be left in place when Residents vacate. Should a resident require a lock change, a charge of **\$35.00** will be charged to the Resident. Residents locked out after hours may call a locksmith at resident's expense to open the door.

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

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

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

FACILITIES AT THE RESIDENTIAL COMMUNITY

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

Pool Use: For your safety and pleasure, please observe the following rules and regulations. Your cooperation will be appreciated by all. Pool hours may be changed without notice at any time. Pool hours are **between the hours of 8 am and 10 pm.**

1. Guests must be limited to **2 guests** per Leased Premises. Residents must accompany their guests at all times while in the pool/spa area. There are no exceptions. Owner reserves the right to ask guests to leave should the occupancy of the pool exceed limits allowed by law.
2. Persons **18** years of age and younger should not use pool without an adult in attendance.
3. Residents, household occupants and guest agree to abide by all applicable health and safety laws regarding use of the pool.
4. Warning: Persons using the pool do so at their own risk. Owner is not responsible for accident or injury.
5. Pool safety equipment is not to be used except in case of emergency.
6. No alcoholic beverages allowed in the pool area. No person under the influence of alcoholic beverages is permitted in or near the pool area. Glass is not allowed in the Pool Area.
7. Food may not be served or eaten in or around the pool area without the Owner's consent. Refreshments must be in unbreakable containers.
8. Proper swim attire is required at all times, going to and from and in or around the pool area. Street clothes, thongs, or see through attire is unacceptable.
9. Animals/pets are not allowed in the pool area.
10. Flotation devices, i.e., air mattresses, boats, frogs, planes are not allowed in the pool/spa.
11. Radios, stereos and any musical instruments are not allowed in the pool areas. Radios/stereos with headphones are



permitted.

12. Owner is not responsible for articles lost, damaged or stolen.
13. Throwing of items into the pool such as rocks, coins, and furniture is prohibited.
14. Horseplay, diving and splashing, running, fighting, boisterous or dangerous conduct, noisy behavior disturbing to other residents, pushing, is not allowed.
15. Residents, household occupants and guests will utilize a towel on all pool furniture when using suntan oils or lotions. Use of suntan oils requires a shower prior to entering the pool.
16. Please remember not to hang your towels and swimwear on your patio railing.
17. Owner reserves the right to restrict pool privileges to anyone not in compliance with these regulations.

SECTION C: PREMISES SERVICE

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

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

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

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

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

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

SECTION D: HOUSEKEEPING



Initial:

J.J.
76C56F1C

B.A.
4D7455F3

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

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

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

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

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

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

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

TRASH: Residents shall deliver and place all garbage and trash in proper bins at designated locations. If the bin you normally use is full, please use another bin. To maximize available space, please break down large objects such as cardboard boxes. Trash bins and/or enclosures are NOT to be used for large items such as furniture, etc. Removal of large items, such as furniture, from the Leased Premises is Resident's responsibility. Residents will be charged the costs to remove any large items placed in the trash enclosures or bins. Residents are responsible for any/all unacceptable items placed in the trash receptacles, such as; toxic waste or other possible harmful items. Trash shall be wrapped and deposited in designated areas between the hours **between 8:00 am and 10:00 pm**. Caution must be taken not to put any flammable material in garbage. Garbage and trash may not be left in hallways or stairwells.

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

SECTION E: SUPERVISION HOUSEHOLD MEMBER/VISITORS/GUESTS

GUESTS: Guests staying in excess of **72 hours** MUST register with the office. Residents may be permitted to have a

guest(s) visit their household. However, any person(s) making REOCCURRING visits of **six (6)** consecutive days or **fourteen (14)** total days in any **twelve (12)** month period shall be deemed to reside in the Leased Premises in violation of the Residential Lease Contract. Persons receiving mail to the Leased Premises will be considered occupants. All adult household members must submit a completed application and qualify for residency.

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

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

SECTION F: CONDUCT

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

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

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

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

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

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

SECTION G: VEHICLES

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



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

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

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

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

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

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

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



Signed by Jay Janodia

Wed Nov 22 2023 08:22:00 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:38:19 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



CONCESSION ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

THE UNDERSIGNED HEREBY AGREE, the concessions specified below ("Concessions") are given by Owner to Residents for entering into the Agreement for a term of no less than **1 year and 18 days**, which term was at the option of Residents, and with the understanding that Residents will fulfill all obligations under this Agreement for the full lease term.

CONCESSIONS*	
Concession #1: One-Time, Applied January, 2024 - January 2024	\$2,000.00
*All concessions are subject to the terms and conditions of the Residential Lease Contract and Concession Addendum.	

If Residents fail to pay rent before the **6th** day of the month, in any month, during the initial lease term, in addition to all other remedies authorized by applicable law or the Agreement, Residents shall not be entitled to the prorated portion of Concessions attributed to that month. Furthermore, Residents shall owe the full amount of rent as stated in the Agreement, as if no concessions were given for that month, plus any applicable late charges as a result of Residents being delinquent. In the event Residents are asked to vacate the Leased Premises, evicted or move out prior to the expiration date of the initial lease term or any renewal period, Residents shall reimburse Owner, upon demand, the full amount of Concessions. Residents must also pay all other rent, fees, charges or sums due to Owner as a result of Residents' failure to comply with the terms and conditions of the Agreement. Residents acknowledge that the Concessions constitute a discount of rent only and not a discount of any other fees, charges, or sums which Residents may be required to pay under the terms and conditions of the Agreement.

The Concessions indicated above are given to Residents as an incentive and with the understanding that Residents will fulfill all obligations under the Agreement through the initial lease term. If Residents do not meet the terms and conditions of the Agreement for any reason whatsoever, Concessions specified above will be withdrawn and the discounted amount shall be due and payable in full to Owner by Residents upon Owner's demand.

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



Signed by Jay Janodia

Wed Nov 22 2023 08:22:10 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:38:26 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



FIREPLACE DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

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



Signed by Jay Janodia

Wed Nov 22 2023 08:22:28 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:38:31 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



FLOOD HAZARD DISCLOSURE

Address of Leased Premises: **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086**

Owner's Disclosure (check which of the following applies):

- ☒ Owner does not have knowledge as to whether the Leased Premises may be located in a special flood hazard area or an area of potential flooding.
- ☐ The Leased Premises is located in a special flood hazard area or an area of potential flooding and/or Owner currently carries flood insurance.

Residents may obtain information about hazards, including flood hazards, that may affect the Leased Premises from the Internet Website of the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>.

Residents are hereby advised that Owner's insurance does not cover the loss of Residents' personal possessions and it is recommended that Residents consider purchasing renter's insurance and flood insurance to insure personal possessions from loss due to fire, flood, or other risk of loss.

Residents are further advised that Owner is not required to provide additional information concerning the flood hazards to the Leased Premises and that the information provided here, pursuant to California Government Code Section 8589.45, is deemed adequate to inform Residents.

Acknowledgement of Receipt by Resident(s)



Signed by Jay Janodia

Wed Nov 22 2023 08:22:38 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:38:38 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



KEYS, PERMITS, AND ACCESS DEVICES ADDENDUM

This is an Addendum to the Residential Lease Contract dated **November 21, 2023** between **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja** ("Residents") for the residence located at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises").

Residents acknowledge that they have been provided with keys and access devices listed below:

<u>2</u>	Mailbox Key(s)
<u>2</u>	Unit Keys
<u>2</u>	Amenity Key(s)
<u>1</u>	Parking Tag(s)

Residents will be liable for the below listed charges for replacing keys, permits, tags, and access devices.

Deposit Amounts	
Mailbox Key	2 X \$0.00 = \$0.00
Unit Keys	2 X \$0.00 = \$0.00
Recreational Facility Key	2 X \$0.00 = \$0.00
Parking Tag	1 X \$0.00 = \$0.00

Replacement Costs	
Mailbox Key	\$25.00
Unit Keys	\$25.00
Recreational Facility Key	\$25.00
Parking Tag	\$75.00



Signed by Jay Janodia

Wed Nov 22 2023 08:23:17 AM PST
Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:38:45 PM PST
Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

LEASE BUYOUT AGREEMENT

This Lease Buy-Out Agreement (this "Agreement") dated the **21st** day of **November, 2023**, is hereby entered into by and between Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja** ("Residents") in connection with the lease of the premises located at **Willowbend Apartments** in **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"). All capitalized terms used but not defined herein shall have the meaning set forth in the Residential Lease Contract (the "Lease").

This Agreement provides Residents an opportunity to buy out early from the Residential Lease Contract. Residents must comply with all provisions and conditions of this Agreement in order to terminate liability under the full length of the Residential Lease Contract.

WHEREAS the parties to this Agreement seek to terminate the Lease between Owner and all Residents;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable considerations, the parties agree as follows:

1. Lease Buy-Out Conditions.

- a. **Notice.** Residents must provide Owner with written notice of buy-out at least _____ days prior to the Residents' intended termination/move-out date. This notice must be signed by all signatories to the Residential Lease Contract. Owner has the right to begin showing the Leased Premises to prospective residents upon receiving notice of the buy-out and termination date from Residents.
 - b. **Good Standing.** Residents must not be in default under the Residential Lease Contract on the date Residents provide notice to Owner about the buy-out or through the intended termination/move-out date. Residents must also be current for all rent payments and all other amounts due and owing under the terms of the Residential Lease Contract through the termination/move-out date.
 - c. **Move Out.** Residents must vacate the Leased Premises on or before the intended termination/move-out date.
 - d. **Consideration.** In consideration for early termination of the Residential Lease Contract, Residents must pay Owner a buy-out fee of **\$5,520.00**. Owner must receive the buy-out fee no later than **1** days after notice to buy-out is provided by Residents. Residents may also liable to Owner for the total dollar amount of any concessions received upon signing or during the term of the Residential Lease Contract depending on the terms of such concessions and any other monetary obligations due. No refund of the buy-out fee is due to Residents regardless of when the unit is re-rented.
2. Owner's deposit of the amounts detailed above constitutes Owner's acceptance of the intended termination/move-out date contained in Residents' buy-out notice. The buy-out will automatically be voided if Residents fail to comply with all the provisions and conditions of this Agreement or the Residential Lease Contract, or if Residents make any false statements or provide false documentation to Owner. If the buy-out is voided (1) the Residential Lease Contract will continue through its full term; (2) Residents will be subject to all available remedies under the Residential Lease Contract; and (3) any amounts paid by Resident for the buy-out will become part of Residents' security deposit.
 3. Residents are not permitted to hold over after the intended termination/move-out provided on the buy-out notice. Residents should contact the Owner about any anticipated problems with moving out by or before the intended termination/move-out date from the buy-out notice. Any extension to the intended termination/move-out date will only be effective if agreed to and signed by all parties in writing.
 4. Residents' opportunity to buy-out **is not** limited to certain situations. If limited, Residents may only exercise the buy-out opportunity in the situations described below or with written approval by Owner. In the event that any terms and conditions contained in the situations below conflict with provisions or conditions described above, the terms and conditions described below will control. Permissible buy-out situations include: **N/A**.

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



Signed by Jay Janodia

Wed Nov 22 2023 08:23:25 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:38:55 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



MOVE-IN - PRE-MOVE-OUT - MOVE-OUT INSPECTION FORM

Community Name: **Willowbend Apartments**Resident's Name: **Jay Janodia and Bhumika Ahuja**Resident's Address: **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086**

LIVING ROOM		LIVING ROOM		LIVING ROOM			LIVING ROOM		
Room / Item	Move In Condition is Clean, No damage except as noted	Pre-Move Out Condition	Cleaning Charge	Damage Charge	Move Out Condition	Cleaning Charge	Damage Charge		
Floor/Carpet									
Fireplace									
Lights									
Window/Screens									
Paint/Walls									
Other									
DINING ROOM		DINING ROOM		DINING ROOM			DINING ROOM		
Room / Item	Move In Condition is Clean, No damage except as noted	Pre-Move Out Condition	Cleaning Charge	Damage Charge	Move Out Condition	Cleaning Charge	Damage Charge		
Floor/Carpet									
Lights									
Windows/Screens									
Paint/Walls									
Other									
ENTRY & HALL		ENTRY & HALL		ENTRY & HALL			ENTRY & HALL		
Room / Item	Move In Condition is Clean, No damage except as noted	Pre-Move Out Condition	Cleaning Charge	Damage Charge	Move Out Condition	Cleaning Charge	Damage Charge		
Floor/Carpet									
Lights									
Windows/Screens									
Paint Walls									
Other									
KITCHEN		KITCHEN		KITCHEN			KITCHEN		
Room / Item	Move In Condition is Clean, No damage except as noted	Pre-Move Out Condition	Cleaning Charge	Damage Charge	Move Out Condition	Cleaning Charge	Damage Charge		
Floor/Carpet									
Cabinets									
Range Top/Oven									
Hood, Filter, Fan									
Refrigerator									
Dishwasher									
Microwave									
Lights									
Sink									
Counters/ Countertops									
Pantry Doors									
Windows/Screens									
Paint/Walls									
Other									
BATHROOMS		Bath 1	Bath 2	Bath 1	Bath 2	Bath 1	Bath 2		
Room / Item	Move In Condition is Clean, No damage except as noted	Pre-Move Out Condition	Cleaning Charge	Damage Charge	Move Out Condition	Cleaning Charge	Damage Charge		
Floors									
Cabinets									
Sink/Vanity/Mirror									
Tub/Shower									
Toilet									
Lights									
Windows/Screens									
Paint/Walls									
Other									
Resident Initials	Move In	Pre-Move out			Move Out				

Willowbend Apartments

BEDROOMS	Brdm 1	Brdm 2		Brdm 1	Brdm 2			Brdm 1	Brdm 2		
Room / Item	Move In Condition is Clean, No damage except as noted			Pre-Move Out Condition		Cleaning Charge	Damage Charge	Move Out Condition		Cleaning Charge	Damage Charge
Floors/Carpet											
Lights											
Windows/Screens											
Closets/Doors											
Paint/Walls											
Other											
BEDROOMS	Brdm 3	Brdm 4		Brdm 3	Brdm 4			Brdm 3	Brdm 4		
Room / Item	Move In Condition is Clean, No damage except as noted			Pre-Move Out Condition		Cleaning Charge	Damage Charge	Move Out Condition		Cleaning Charge	Damage Charge
Floors/Carpet											
Lights											
Windows/Screens											
Closets/Doors											
Paint/Walls											
Other											
LAUNDRY	LAUNDRY			LAUNDRY				LAUNDRY			
Room / Item	Move In Condition is Clean, No damage except as noted			Pre-Move Out Condition		Cleaning Charge	Damage Charge	Move Out Condition		Cleaning Charge	Damage Charge
Washer/Dryer											
Floors											
OTHER	OTHER			OTHER				OTHER			
Room / Item	Move In Condition is Clean, No damage except as noted			Pre-Move Out Condition		Cleaning Charge	Damage Charge	Move Out Condition		Cleaning Charge	Damage Charge
Smoke/Carbon Detectors											
Alarms											
Locks											
Window Coverings											
Other											
PATIO/BALCONIES	PATIO/BALCONIES			PATIO/BALCONIES				PATIO/BALCONIES			
Room / Item	Move In Condition is Clean, No damage except as noted			Pre-Move Out Condition		Cleaning Charge	Damage Charge	Move Out Condition		Cleaning Charge	Damage Charge
Walls											
Floors											
Other											
PARKING/STORAGE	PARKING/STORAGE			PARKING/STORAGE				PARKING/STORAGE			
Item	Move In Condition is Clean, No damage except as noted			Pre-Move Out Condition		Cleaning Charge	Damage Charge	Move Out Condition		Cleaning Charge	Damage Charge
Garage/Parking Space											
Doors											
Walls											
Other											
Resident Initial	Move In			Pre-Move Out				Move Out			
KEYS/REMOTE		KEYS/REMOTE				KEYS/REMOTE					
Key FOB		# Issued				# Received					
Garage Remote		# Issued				# Received					
Keys		# Issued				# Received					

Move In Comments:

Pre-Move Out Comments:

Move Out Comments:

By signing below, Residents acknowledge that Residents have inspected the Leased Premises, and that all items within the Leased Premises will be assumed to be in good condition unless otherwise noted on this form. Furthermore, Residents acknowledge that no signs of bedbugs or other pests are present, and that the Leased Premises are in a decent, safe and sanitary condition. Residents hereby accept this form as part of the Residential Lease Contract and agree that it accurately reflects the condition and cleanliness of or existing damages to the Leased Premises. For Move-In inspections, the Resident will have 5-days from the day of move-in to report any additional damages not already listed. This form is not deemed received by Owner unless it is signed by Owner or an authorized agent of Owner.

After giving or receiving notice of termination of this Agreement, Residents have the right to request that an inspection of the Leased Premises take place prior to termination of this Agreement. If Residents request such an inspection, Residents shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to the Leased Premises as a result of this inspection (collectively, "Repairs") shall be made at Residents' expense. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed by Residents or through others, who have adequate insurance and licenses and are approved by Owner. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Residents shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Residents and the date of such Repairs; and (c) provide copies of receipts and statements to Owner prior to termination. This subparagraph does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure Section 1161 (2), (3), or (4).

(Resident)

Date

(Resident)

Date

(Owner/Agent)

Date



PARKING/STORAGE/GARAGE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.


Vehicle Information					
Year:	Make:	Model:	Color:	Plate #:	State:
2022	Toyota	Venza	White	9BHK203	CA
Parking/Storage Information					
Parking Space #(s):	Garage #(s):	Carport #(s):	Parking Permit #(s):	Storage #(s):	
N/A	N/A	125	N/A	N/A	
Parking Rent:	Garage Rent:	Carport Rent:	Storage Rent:		
\$0.00	\$0.00	\$0.00	\$0.00		

- Residents agree to rent the herein described premises at the rate of **\$0.00** per month. Failure to pay in full will be considered partial payment of the total rent due. Rent is due and payable on or before the **1st** of the month, with payment of rent for the Leased Premises.
- Residents agree to pay an additional Security Deposit in the amount of **\$0.00**, prior to taking occupancy of the above-listed item. This additional deposit effectively increases an existing or pre-existing Security Deposit, and, at Owner's sole option, may be retained by Owner to offset any Residents' default in and/or non-compliance with the Residential Lease Contract, the Parking/Storage/Garage ADDENDUM or any applicable law termination.
- Failure to pay rent before the **6th** of the month will result in a 30-Day Notice to terminate this agreement.
- Any items shall be deemed abandoned if not removed within eighteen (18) days after proper notification. Upon such abandonment, Owner may remove all personal property therein and, depending on the value of the abandoned property, either dispose of it or sell it at public sale and the proceeds from the sale thereof may be applied to the expenses for removal, advertisement of sale, and for lost rental revenues.
- This Addendum will be concurrent with the term of the Residential Lease Contract and terminates upon the termination of occupancy of the Leased Premises unless earlier terminated by agreement of the parties or as a result of breach.
- To the extent allowed by applicable law, Owner shall not be liable for any damage or loss to personal property, motor vehicles of, or the contents of motor vehicles of, Residents, any member of Residents' household, occupants, guests, invitees, or other persons. Failure of Residents, any member of Residents' household, occupants, guests, invitees, or other persons to follow Community Policies and Rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner. The location and number of any parking space(s) assigned to Residents may be changed at any time at the sole discretion of Owner.

STANDARD PARKING POLICIES

- Residents agree vehicle(s) must be registered and insured as required by state and local law. Inoperable and/or illegally parked vehicles will be towed at vehicle owner's expense.
- Vehicles must be operating on a **weekly basis**. Inoperable vehicles are considered but not limited to those vehicles not driven regularly, those with flat tires, not mechanically fit or properly registered.
- Auto repairs are not permitted on the premises.
- Music and noise from vehicles must be kept at a minimum to avoid disturbing other residents.
- Residents are responsible for maintaining the parking stalls free of oil spills or other fluid leaks.
- Parking spaces may not be used for storage of any kind.
- Guest parking is limited to: **By Permit, Street Parking, and Off Premises**.
- Vehicles stopped, parked or double parked in handicap spaces (without displaying appropriate permits), fire hydrant restricted areas, non-designated parking areas, red zones, other residents' assigned spaces or rental office parking may be subject to citations and/or towing at the vehicle owner's expense, as allowed by applicable law.
- Assigned spaces can be changed at any time at the discretion of the Owner.
- An assigned parking space is provided at no charge with the Leased Premises. Residents are not authorized to switch or trade parking spaces.
- Speed limits are **5 miles per hour** miles per hour throughout the community.
- Parking Permits will be displayed at all times when parked on the premises.
- Residents acknowledge that Owner does not provide insurance to cover vehicles or their contents.


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



Signed by Jay Janodia
Wed Nov 22 2023 08:24:08 AM PST
Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja
Tue Nov 21 2023 10:39:22 PM PST
Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

PEST CONTROL ADDENDUM

CAUTION -- PESTICIDES ARE TOXIC CHEMICALS

Residents are informed that a licensed pest control company is utilized to provide pest control services at the Leased Premises.

Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation 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.

Spraying of the Leased Premises is conducted upon written request of the Resident.

Spraying occurs:

Upon Request

Resident agrees to complete any required preparation of the Leased Premises for necessary or requested pest control.

If within 24 hours following application you experience symptoms similar to common seasonal flu, dizziness, rash, vomiting, difficulty breathing or other medical systems that are not normal, contact your physician, the pest control company or the local poison control center. Resident also agrees to report any illness related to pest control spraying to the Owner.

For further information, contact any of the following:

For regulatory Information:
Structural Pest Control Board
1418 Howe Ave, Suite #18
Sacramento, CA. 95825
(916)263-2533

For health information: County Health Contact

ALAMEDA COUNTY (510) 267-8010	ALPINE COUNTY (530) 694-2146	AMADOR COUNTY (209) 223-6407
BERKELEY CITY (510) 981-5301	BUTTE COUNTY (530) 538-7583	CALAVERAS COUNTY (209) 754-6460
COLUSA COUNTY (530) 458-0380	CONTRA COSTA COUNTY (925) 957-5403	DEL NORTE COUNTY (707) 464-3191
EL DORADO COUNTY (530) 621-6277	FRESNO COUNTY (559) 600-6405	GLENN COUNTY (530) 934-6588
HUMBOLDT COUNTY (707) 268-2181	IMPERIAL COUNTY (760) 482-4429	INYO COUNTY (760) 873-7868
KERN COUNTY (661) 868-0413	KINGS COUNTY (559) 852- 2876	LAKE COUNTY (707) 263-1090
LASSEN COUNTY (530) 251-8183	LONG BEACH CITY (562) 570-4047	LOS ANGELES COUNTY (213) 989-7236
MADERA COUNTY (559) 675-7893	MARIN COUNTY (415) 473-4163	MARIPOSA COUNTY (209) 966-3689
MENDOCINO COUNTY (707) 472-2777	MERCED COUNTY (209) 381-1200	MODOC COUNTY (530) 233-7052
MONO COUNTY (760) 924-1828	MONTEREY COUNTY (831) 755-4585	NAPA COUNTY (707) 253-4566
NEVADA COUNTY (530) 265-7154	ORANGE COUNTY (714) 834-3155	PASADENA CITY (626) 744-6046
PLACER COUNTY (530) 745-3141	PLUMAS COUNTY (530) 283-6330	RIVERSIDE COUNTY (951) 358-7036

Willowbend Apartments

SACRAMENTO COUNTY	(916) 875-5881	SAN BENITO COUNTY	(831) 637-5367	SAN BERNARDINO COUNTY	(909) 387-6218
SAN DIEGO COUNTY	(619) 542-4181	SAN FRANCISCO	(415) 554-2898	SAN JOAQUIN COUNTY	(209) 468-3411
SAN LUIS OBISPO COUNTY	(805) 781-5519	SAN MATEO COUNTY	(650) 573-2519	SANTA BARBARA COUNTY	(805) 681-5280
SANTA CLARA COUNTY	(408) 792-3798	SANTA CRUZ COUNTY	(831) 454-4000	SHASTA COUNTY	(530) 225-5594
SIERRA COUNTY	(530) 993-6710	SISKIYOU COUNTY	(530) 841-2145	SOLANO COUNTY	(707) 784-8600
SONOMA COUNTY	(707) 565-8695	STANISLAUS COUNTY	(209) 558-8804	SUTTER COUNTY	(530) 822-7215
TEHAMA COUNTY	(530) 527-6824	TRINITY COUNTY	(530) 623-8209	TULARE COUNTY	(559) 624-8481
TUOLUMNE COUNTY	(209) 533-7405	VENTURA COUNTY	(805) 981-5101	YOLO COUNTY	(530) 666-8550
YUBA COUNTY	(530) 749-6379				

For application information: CALIFORNIA COUNTY AGRICULTURAL COMMISSIONERS
(916)875-6603

ALAMEDA COUNTY (510) 670-5232	ALPINE COUNTY (530) 621-5520	AMADOR COUNTY (209) 223-6487
BUTTE COUNTY (530) 538-7381	CALAVERAS COUNTY (209) 754-6504	COLUSA COUNTY (530) 458-0580
CONTRA COSTA COUNTY (925) 646-5250	DEL NORTE COUNTY (707) 464-7235	EL DORADO COUNTY (530) 621-5520
FRESNO COUNTY (559) 600-7510	GLENN COUNTY (530) 934-6501	HUMBOLDT COUNTY (707) 445-7223
IMPERIAL COUNTY (442) 265-1500	INYO COUNTY (760) 873-7860	KERN COUNTY (661) 868-6300
KINGS COUNTY (559) 582-3211	LAKE COUNTY (707) 263-0217	LASSEN COUNTY (530) 251-8110
LOS ANGELES COUNTY (626) 575-5451	MADERA COUNTY (559) 675-7876	MARIN COUNTY (415) 473-6700
MARIPOSA COUNTY (209) 966-2075	MENDOCINO COUNTY (707) 463-4208	MERCED COUNTY (209) 385-7431
MODOC COUNTY (530) 233-6401	MONO COUNTY (760) 873-7860	MONTEREY COUNTY (831) 759-7325
NAPA COUNTY (707) 253-4357	NEVADA COUNTY (530) 273-2648	ORANGE COUNTY (714) 955-0100
PLACER COUNTY (530) 889-7372	PLUMAS COUNTY (530) 283-6365	RIVERSIDE COUNTY (951) 955-3011
SACRAMENTO COUNTY (916) 875-6603	SAN BENITO COUNTY (831) 637-5344	SAN BERNARDINO COUNTY (909) 387-2115
SAN DIEGO COUNTY (858) 694-2741	SAN FRANCISCO (415) 252-3830	SAN JOAQUIN COUNTY (209) 953-6000
SAN LUIS OBISPO COUNTY (805) 781-5910	SAN MATEO COUNTY (650) 363-4700	SANTA BARBARA COUNTY (805) 681-5600
SANTA CLARA COUNTY (408) 918-4600	SANTA CRUZ COUNTY (831) 763-8080	SHASTA COUNTY (530) 224-4949
SIERRA COUNTY (530) 283-6365	SISKIYOU COUNTY (530) 841-4033	SOLANO COUNTY (707) 784-1310
SONOMA COUNTY (707) 565-2371	STANISLAUS COUNTY (209) 525-4730	SUTTER COUNTY (530) 822-7500
TEHAMA COUNTY (530) 527-4504	TRINITY COUNTY (530) 623-1356	TULARE COUNTY (559) 684-3350
TUOLUMNE COUNTY (209) 533-5691	VENTURA COUNTY (805) 388-4222	YOLO COUNTY (530) 666-8140
YUBA COUNTY (530) 749-5400		

Owner shall provide written notice to Residents at least 24 hours prior to application of any pesticide to the Leased Premises. If Residents request immediate action towards a pest problem, Residents must agree to immediate notice before Owner applies the pesticides. Residents and Owner may agree to an immediate pesticide application if Residents request that the pesticide be applied before 24-hour advance notice can be given.

Resident agrees to abide by the above provisions of this Addendum.

Willowbend Apartments



Signed by Jay Janodia
Wed Nov 22 2023 08:24:38 AM PST
Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident) _____ Date



Signed by Bhumika Ahuja
Tue Nov 21 2023 10:39:35 PM PST
Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident) _____ Date


(Owner/Agent) _____ Date

PESTICIDE DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Residents understand and acknowledge that Owner has contracted with a registered structural pest control company to provide pest control services to the Leased Premises and the Residential Community on a periodic basis. Attached hereto is the written notice regarding the use of said pesticides on the Leased Premises, as provided for under Section 8538 of the Business and Professions Code and Section 1940.8 of the California Civil Code.

Acknowledgement of Receipt by Resident(s).




Signed by Jay Janodia
Wed Nov 22 2023 08:24:56 AM PST
Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date

(Owner/Agent)

Date



Signed by Bhumika Ahuja
Tue Nov 21 2023 10:39:40 PM PST
Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

RESIDENT CONTACT INFORMATION

ADDRESS: 1035 ASTER AVE 2164 SUNNYVALE, CA94086	LEASE PREMISES #: 2164
RESIDENT: Jay Janodia	
PREFERRED METHOD OF CONTACT: <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> Text	
E-MAIL ADDRESS: jay.janodia@gmail.com	
DAY TIME CONTACT NUMBER: (669) 289-5301	EVENING TIME CONTACT NUMBER: 6692895301

It is imperative that whenever you make a change to your contact information that you let us know so that we can update our records. Thank you for your cooperation.



Signed by Jay Janodia

Wed Nov 22 2023 08:25:07 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:39:47 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



RESIDENT CONTACT INFORMATION

ADDRESS: 1035 ASTER AVE 2164 SUNNYVALE, CA94086	LEASE PREMISES #: 2164
RESIDENT: Bhumika Ahuja	
PREFERRED METHOD OF CONTACT: <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> Text	
E-MAIL ADDRESS: ahujabhumika@gmail.com	
DAY TIME CONTACT NUMBER: (628) 488-5616	EVENING TIME CONTACT NUMBER: 6284885616

It is imperative that whenever you make a change to your contact information that you let us know so that we can update our records. Thank you for your cooperation.



Signed by Jay Janodia

Wed Nov 22 2023 08:25:16 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:39:54 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date



Initial:



RESTRICTED ANIMAL/BREED LIST

This Policy ("Policy") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Policy vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Policy shall control.

- 1. DOG BREEDS:** Restricted breeds that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Pit Bulls ☒ Rottweilers ☒ Presa Canario ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ St. Bernard's ☒ Great Danes ☒ Akitas ☒ Terriers (Staffordshire) ☒ American Bull Dog ☒ Karelian Bear Dog ☒ Any hybrid or mixed breed of one of the aforementioned breeds
- 2. POISONOUS ANIMALS:** Restricted animals that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Tarantulas ☒ Piranhas
- 3. EXOTIC ANIMALS:** Restricted animals that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)

NOTE: SERVICE/COMPANION ANIMALS MAY NOT BE SUBJECT TO THIS LIST

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



Signed by Jay Janodia

Wed Nov 22 2023 08:25:21 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:40:00 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

SMOKE-FREE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Residents and Owner acknowledge that smoking negatively effects the health of the community at large and contributes to an increased risk of fire and maintenance and cleaning costs of the Leased Premises. In order to help minimize these issues, Residents and Owner agree to the following terms:

- 1. Definition of Smoking:** "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, vapor smoking product, or other tobacco product or similar lighted product, including marijuana, in any manner or in any form.
- 2. Smoke-Free Areas:** Residents, Occupants, guests, or other individuals may not smoke anywhere in the designated smoke-free areas.
Smoking is prohibited at the Residential Community, including the Leased Premises, private outdoor spaces associated with the Leased Premises, including but not limited to balconies, patios and decks, and common areas: clubhouse, rooftop decks, business centers, media rooms, laundry facilities, fitness center, office and **20** feet of the exit, entrance, or operable window of any private building or structure designated as non-smoking.
- 3. Compliance.** Residents must comply with the terms and provisions of this Addendum and inform all Occupants and guests of the Smoke-Free Areas. Residents shall promptly provide written notice to Owner of any incident of smoking or migrating secondhand smoke into the Leased Premises.
- 4. Disclaimer by Owner.** Owner's adoption and enforcement of Smoke-Free Areas is not a warranty or guarantee of the Residents' health, habitability, or smoke-free condition of the Leased Premises or other Smoke-Free Areas. Owner will take reasonable steps to enforce Smoke-Free Areas, however Owner is not required to take any steps unless Owner has actual knowledge or has received written notice about violations to the Smoke-Free Areas policy.
- 5. Effect of Breach:** Residents agree that the provisions, obligations, and conditions of this Addendum are reasonable and material and that a breach by Resident of any such provision, obligation, or condition constitutes a material breach thereof and may be grounds for immediate termination of the Residential Lease Contract by Owner.
- 6. Complaint Policy:** Complaints must be submitted in writing to Owner. Owner shall take the following actions upon receipt: 1) place a courtesy call to the resident that is smoking; 2) send a letter to the resident confirming the no smoking policy; 3) send a notice to perform or quit to the resident for repeated violations of the no smoking policy; and 4) if the resident fails to comply with the no smoking policy, Owner reserves the right to terminate the Residential Lease Contract.

Violations of Owner's smoke-free policies will be considered grounds to terminate the Residential Lease Contract to the extent permitted by applicable law.

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



Signed by Jay Janodia

Wed Nov 22 2023 08:25:29 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:40:05 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

ESTIMATED STANDARD CLEANING AND REPAIR CHARGES

This is an Addendum to the Residential Lease Contract dated **November 21, 2023** between **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja** ("Residents") for the residence located at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises").

The following information is provided to assist you in your move-out and assist in assessing any charges that may be applicable. A full inspection of the Leased Premises will be made only after you have moved out. If the move-out occurs during regular business hours, a property representative should be scheduled to walk the Leased Premises with you. If the Leased Premises are in need of cleaning or repair, the following estimated charges will be used as a guide to assess amounts to be deducted from the security deposit and charged to you, if the amount assessed exceeds the security deposit. In the event that Residents are charged for amounts above the security deposit, Owner requires the sums due be paid via certified funds. Please note that this is not a complete list of all possible estimated charges that you may incur when the Leased Premises are inspected. **Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the costs or charges we incur.** Please leave a forwarding address on file with the office.

KITCHEN CLEANING

Oven	\$15.00 - \$50.00
Drip Pans	\$5.00 - \$50.00
Stove and Vent-a-Hood	\$10.00 - \$15.00
Refrigerator/Freezer	\$10.00 - \$50.00
Dishwasher/Microwave	\$10.00 - \$25.00
Cabinets and Countertops	\$10.00 - \$30.00
Floors	\$15.00 - \$75.00

BATHROOM CLEANING

Toilet	\$10.00 - \$30.00
Tub/Shower	\$10.00 - \$80.00
Sinks/Counters/Mirrors	\$10.00 - \$40.00

MISCELLANEOUS

Blinds (Windows/Patio)	\$15.00 to Estimate
Carpet Repair	Estimate
Tile Floor Repair or Waxing/Cleaning	\$15.00 to Estimate
Sheetrock Repairs	\$10.00 to Estimate
Furniture Cleaning (if applicable)	Actual Cost
Window Cleaning - Window	\$10.00 each
Window Cleaning - Sliding Glass Doors	\$15.00 each
Graffiti Removal	\$5.00 per letter
Carpet Cleaning/Stain Removal	\$25.00 to Estimate
Standard Trash Removal	\$10.00 per bag
Appliance Damage	Actual Cost
Smoking - Carpet and Painting	Actual Cost
Animals - Carpet and Painting	Actual Cost

REMOVING PROPERTY

Cost of removing property (such as furniture pieces), including storage	\$25.00-100.00 each piece
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ESTIMATED REPLACEMENT CHARGES

If any items are missing/damaged to the point that they must be replaced when you move out, you will be charged for the cost of the item in addition to possible labor services. The following list represents, but is not limited to, various replacement charges. You may be charged more than the maximum, depending upon the cost or charges we incur.

Window Glass	Estimate
Patio Door Glass	Estimate
Window Screens	\$10.00-35.00
Patio Screens	\$30.00-65.00
Mail Box Keys	\$10.00 per key
Furniture Replacement (if applicable)	Actual Cost
Keys Not Returned/New Lock	\$25.00-125.00
Ice Maker Tray	\$10.00
Refrigerator Shelves/Rack	\$35.00 - \$60.00
Disposal Damage	\$65.00 - \$125.00
Window Coverings Replaced	\$12.00-150.00
Interior Door/Door Jam	\$45.00-75.00
Fire Extinguisher	\$35.00 each
Mirrors	\$40.00-200.00
Light Fixtures (if original is not available in unit)	\$15.00-100.00
Parking Tag	\$20.00 each
Counter Top Repairs	Estimate
Broiler Pans	\$25.00-\$50.00
Smoke Detectors/Carbon Monoxide Detectors	\$25.00-\$95.00
Access Cards	\$10.00 each
Access Remotes/Key Fobs	\$75.00 each
Wall Damage/Sheet Rock Repair	Actual Cost
Full Painting	Actual Cost
Carpet Replacement	Actual Cost

Blinds, carpet, vinyl, appliance, replacements will be based on actual cost including labor and installation.

I have reviewed the Estimated Charge Rate Sheet and understand the potential costs associated with the turnover of the Leased Premises if cleaning, repairs or replacements are necessary at the time of move-out. The above price list will be used in determining the standard costs to bring the Leased Premises back to its original condition, with exception of wear and tear.



Signed by Jay Janodia

Wed Nov 22 2023 08:26:08 AM PST

Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja

Tue Nov 21 2023 10:40:13 PM PST

Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

TENANT PROTECTION ACT OF 2019 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

In 2019, California enacted the Tenant Protection Act of 2019 ("Act") implementing statewide rent control and just cause eviction protections at rental properties subject to the Act. This Addendum relates to the provisions of the Act and remains in force until the repeal of the Act or the termination of Residents' tenancy at the Leased Premises, whichever occurs first.

1. Residents hereby acknowledge receipt of the following Notice from Landlord as required by the Act:

- ☒ California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

Initial(s):

J. J.
76C56F1C

B. A.
4D7455F3

- ☐ This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.
- ☐ This property is not currently subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code because the Leased Premises received its certificate of occupancy less than fifteen years ago; however, the Property will become subject to the provisions of the Act during the term of the tenancy. Beginning on _____, 20____ Owner advises:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

- ☐ The Property and/or the Premises is exempt from the requirements of the Act under Civil Code Sections 1946.2(e)(9) and 1947.12(d)(1) because the housing is restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

2. To the extent permitted by applicable law, Owner may terminate this Agreement if the owner, or the Owner's spouse, domestic partner, children, grandchildren, parents or grandparents unilaterally decide to occupy the Leased Premises.




Initial: **J. J.**
76C56F1C **B. A.**
4D7455F3



3. If any provision of this Addendum 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. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged.


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



Signed by Jay Janodia
Wed Nov 22 2023 08:26:24 AM PST
Key: 76C56F1C; IP Address: 73.158.81.248

Jay Janodia (Resident)

Date



Signed by Bhumika Ahuja
Tue Nov 21 2023 10:40:27 PM PST
Key: 4D7455F3; IP Address: 73.92.230.110

Bhumika Ahuja (Resident)

Date

(Owner/Agent)

Date

UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **November 21, 2023**, and is between the Owner of **Willowbend Apartments** ("Owner") and **Jay Janodia and Bhumika Ahuja**, (collectively and individually "Residents"), for the premises at **1035 ASTER AVE 2164 #2164, SUNNYVALE, CA 94086** (the "Leased Premises"), which is located within **Willowbend Apartments** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **Conservation.** When utility bills are paid 100 percent by Owner, Residents have no incentive to conserve. This results in a waste of our state's natural resources and adds to the overhead of the property and that usually means higher rents. Utility billing saves money for Residents because it encourages them to conserve. We as Owner also have incentive to conserve because we pay a portion of the total utility bill(s) for the entire property.
2. **Repairs.** Owner agrees to use its best efforts to repair any water and sewer leaks inside or outside the Leased Premises no later than seven (7) days after receiving written notice from Residents. Reporting water and sewer leaks inside the Leased Premises is the responsibility of Residents. Water and sewer leaks may impact the monthly water and sewer utility costs and must be reported to Owner immediately.
3. **Residents' Responsibilities.** Residents are responsible for the payment of utilities and the billing method of metering or otherwise measuring the cost of the utility, as specified herein:

UTILITIES BILLING METHOD KEY

1. Sub metering of all applicable utilities listed in Section 3.
2. Calculation of your total water use based on sub-metering of cold water.
3. Calculation of your total water use based on sub-metering of hot water.
4. Flat rate per month.
5. Allocation based on number of occupants residing in the Leased Premises.
6. Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula:

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


7. Allocation based on square footage of the Leased Premises.
 8. Allocation based on a combination of square footage of the Leased Premises and the number of occupants residing in the Leased Premises.
 9. Allocation based on the number of bedrooms in the Leased Premises.
-

4. **Billing Entity.** For and in consideration of this section, the billing entity and payment location from which Residents shall receive monthly utility bills and as designated by Owner is: **N/A**.
5. **Other Charges.** Residents hereby understand and agree to pay a monthly service charge of **\$0.00** and other administrative fees as billed by the billing entity, which may be added to the Residents' utility bill. Additional fees include new account initialization charge of **\$0.00** a final move-out bill fee of **\$0.00** and a vacancy cost recovery fee of **\$0.00**.
6. **Late Fees.** Residents hereby understand and agree that payment for the utility bill shall be **21** days from the date charges are posted to Residents' account. Residents agree to mail or deliver payment to the place indicated so that payment is received no later than the date specified on the utility bill. Residents agree that the actual cost to Owner and/or Billing Provider when Residents fail to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Owner and/or Billing Provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the Billing Provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Owner and Residents agree that if the payment is not received by the due date, Residents shall immediately pay a late fee in the amount of **\$0.00**.
7. **Returned Checks.** Owner and Residents agree that the actual cost to Owner or Billing Provider when Residents pay


the utility bill by a check or credit card which is subsequently dishonored by the financial institution, is difficult or impossible to ascertain, but the parties do agree that Owner or Billing Provider does, in the event of a dishonored payment, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the missed payment, etc. The parties accordingly agree that Residents will pay a **\$0.00** processing fee for each payment submitted by Residents that are returned by the financial institution for any reason, including insufficient funds and closed account. If a payment submitted by Residents is in fact returned, Owner reserves the right to require that all future payments by Residents be tendered by **certified check or money order**. The return payment processing fee shall be added to any utility bill in addition to the foregoing late charges for payments returned due to insufficient funds.

- 8. Payments.** Payments received will be applied to outstanding balances first. To the extent provided by law, any unpaid utility service and related charges for utilities at the time of move out from or transfer within the property may, at discretion of the Owner, be deducted from the security deposit being held by Owner.
- 9. Failure to Pay.** It is understood and agreed between the Owner and Residents that, in the event that payment is not made when due, it shall be considered a default for non-payment of rent under the Residential Lease Contract. Residents agree that the Owner may bring summary proceedings for eviction as if rent were not paid. When Residents move from the property, the water, sewer and trash charges must be paid through the move-out date. Final bill will be estimated and due as of the move out date.
- 10. Change of Terms.** During the lease term or any renewal period, Owner is authorized to bill Residents for, and Residents hereby agree to pay, a portion of the monthly bills for the utilities for the Residential Community as stated above. Owner shall give Residents at least thirty (30) days written notice before requiring Residents to commence paying for any change, including but not limited to change in billing entities, methodology, service charges, or other conditions in the manner or method of allocation of utility costs.
- 11. Collection Agency.** Residents acknowledge that Owner may turn over Residents' account to a collection agency in the event that Residents fail to pay utility bills on time, and in such event, Residents agree to pay the service fees that are charged to the Owner by the utility billing provider or collection agency for collection activities.
- 12. Limitation of Liability.** Owner shall not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to the Leased Premises, unless such loss or damage was the direct result of the willful conduct or gross negligence of Owner or Owner's agents relating to such outages, interruptions or fluctuations. Residents hereby waive any and all claims for offset, rent reduction or diminished value of the Leased Premises due to such outages, interruptions or fluctuations.
- 13. Billing Method.** Allocation formulas will calculate your allocated share of the utility services in accordance with state and local laws. Allocation billing will be adjusted with adjustments in usage and billing rates.

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

 **Signed by Jay Janodia**
 Wed Nov 22 2023 08:26:37 AM PST
 Key: 76C56F1C; IP Address: 73.158.81.248

 Jay Janodia (Resident) Date

 **Signed by Bhumika Ahuja**
 Tue Nov 21 2023 10:40:37 PM PST
 Key: 4D7455F3; IP Address: 73.92.230.110

 Bhumika Ahuja (Resident) Date

 (Owner/Agent) Date