## RESIDENT COMMUNICATION LOG

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| --- | --- | --- |
| **Name(s):** | **Phone #:** | **Apt. #:** |

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| **DATE** | **COMMENTS** |
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## INDUSTRIAL/COMMERCIAL LEASE/RENTAL AGREEMENT

###### DATED: June 9, 2016

1. **VARIABLE LEASE TERMS:**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **RESIDENCE DESCRIPTION:**  Part of an Artist-In-Residence complex known as **900 East 1st Street** | | | | AKA **NEWBERRY LOFTS** | | | | |
| **UNIT NUMBER:** | **UNIT TYPE:**  Open Space Loft | | | **UNIT ADDRESS:**  900 East 1st Street | | | | |
| **COUNTY:**  Los Angeles | **CITY:**  Los Angeles | | | **STATE:**  CA | | | **ZIP:**  90012 | |
| **TERM:** | | | | | | | | |
| **COMMENCEMENT DATE:** | *(If checked)* Resident has been granted an **EARLY TERMINATION OPTION.** To exercise this option, Resident must pay an Early Termination Option Fee of and give notice of Resident's election to exercise the option at least days before the Early Termination Date. The Early Termination Date must be between and . Landlord may require Resident to sign additional document if Resident elects to exercise Resident's early termination option. | | | | | | *(If checked)* **After the Termination Date, this Agreement will continue on a month-to-month basis until terminated as specified elsewhere in this Agreement.** | |
| **TERMINATION DATE:** |
| **RESIDENT(S):** | | | | | | | | |
| NAME (First, Middle Initial, Last): | | NAME (First, Middle Initial, Last): | | | | NAME (First, Middle Initial, Last): | | |
| LIST OF ALL **OCCUPANTS** (Do not list any Residents from above): | | | | | | | | |
| **GUARANTOR(S):** | | | | | | | | |
| **LANDLORD NAME:**  Newberry DTLA LLC | | | | | | | | |
| **PROPERTY MANAGER:**  Scott Properties Group Inc | **Name, address and telephone number**  900 East 1st Street, Los Angeles, CA 90011 | | | | | | |  |
| **MONTHLY RENT:** | | | | | | | | |
| MONTHLY BASE RENT AMOUNT: | | | | | | | |  |
| *(If checked)* LICENSE FOR **GARAGE/PARKING SPACE NO.**: MONTHLY GARAGE/PARKING RENT AMOUNT: | | | | | | | |  |
| *(If checked)* LICENSE FOR **STORAGE SPACE NO.**: MONTHLY STORAGE RENT AMOUNT: | | | | | | | |  |
| *(If checked)* MONTH-TO-MONTH FEE: | | | | | | | |  |
| *(If checked)* PET RENT: | | | | | | | |  |
| *(If checked)* MONTHLY APPLIANCE RENT: | | | | | | | | $0.00 |
| **TOTAL MONTHLY RENT** | | | | | | | |  |
| *(If checked)* **RENT CONCESSIONS:** The monthly Base Rent identified above is the amount due before application of the rent concession. | | | | | | | | |
| **LATE CHARGE** (Applied if payments have not been received within **3** days of their due date):  **10%** | | | | | | | | **SECURITY DEPOSIT:**  **$** |
| **PAYMENT INSTRUCTIONS:** | | | | | | | | |
| *(If checked)* All amounts due to Landlord are payable to **NEWBERRY DTLA, LLC**, c/o **Scott Properties Group Inc**, **900 East 1st Street, Los Angeles, CA 90012**.  Payment must be made by:  CASHIER'S CHECKS, MONEY ORDERS AND PERSONAL CHECKS ONLY. -No personal checks will be accepted after the **3rd** day of the month or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment.  The normal hours available to make payments in person are **9:00AM - 1:00PM (Rent drop box located in unit**  **#114, 24-Hours)**, for all non-holidays.  *(If checked)* A twenty-four hour, seven days a week rent payment drop box is available at the address above. | | | *(If checked)* All amounts due Landlord must be deposited by Resident in Landlord's account at  , Account No.  . | | *(If checked)* All amounts due to Landlord must be made by electronic transfer procedure. | | *(If checked)* Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below. | |

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| **MISCELLANEOUS INFORMATION:** | | | | | | |
| **PETS:** are not authorized. *(If checked)* The following pets are authorized: **None** | | | | | | |
| *(If checked)* ATTORNEY'S FEE CAP:  **$1,000.00** | LANDSCAPE WATERING by:  Landlord Resident | | | LANDSCAPE MAINTENANCE by:  Landlord Resident | | |
| **ACCESS CONTROL DEVICES:** | | | **WORK/LIVE USE**   (if checked) In addition to personal residence, the following use is permitted: For Business Use  (if checked) Business insurance is required. (see article 34)  (if checked) Copies of Artist license are required. (see article 62) | | | |
| **1** Key to the Residence. Have Have not been re-keyed. | | |
| **0** Garage/gate opener. Codes have Have not been re-set. | | |
| **1** Key to the mail facilities. Have Have not been re-keyed. | | |
| **--** Mailbox No. | | |
| **1** Key/opener to common area(s). | | |
| **AUTOMOBILES** may may not be washed on the | | *(If checked)* You are required to obtain and maintain **RENTER'S INSURANCE** with minimum liability of **$10,000.00** per occurrence and a maximum deductible of **$250.00**. | | | **DESIGNATED SMOKE-FREE AREAS:** | |
| Property. | | ALL COMMON AREAS ARE | |
| **OIL CHANGING AND AUTOMOBILE REPAIRS** are | | SMOKE-FREE | |
| are not allowed on the Property. | |  | |
| **BAR-B-QUE GRILLS** may may not be allowed. | |  | |
| **DISCLOSURES AND PROPERTY INFORMATION:** | | | | | |  |
| *(If checked)* **LEAD DISCLOSURES APPLY:** If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet *Protect Your Family From Lead In Your Home* has been provided to Resident.  Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property:  *(If checked)* Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the Residence or Property.  *(If checked)* Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: .  Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property:  *(If checked)* Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property.  *(If checked)* Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: .  Copies of the reports or records identified are available for Resident's review at: **900 East 1st Street, Los Angeles, CA** | | | | | | |
| *(If checked)* **ASBESTOS DISCLOSURES APPLY:** If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply.  Landlord knowledge of asbestos hazards in the Residence or Property:  *(If checked)* Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement.  *(If checked)* Landlord is aware of the following asbestos hazards in the Residence or Property: .  Reports or records pertaining to asbestos hazards in the Residence or Property:  *(If checked)* Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property.  *(If checked)* Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows:  .  Copies of the reports or records identified are available for Resident's review at: **900 East 1st Street, Los Angeles, CA 90012**. | | | | | | |
| **PROPOSITION 65 WARNING: THE PROPERTY MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS MAY BE CONTAINED IN EMISSIONS AND FUMES FROM BUILDING MATERIALS, PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND EMISSIONS, FUMES, AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE USE OF MOTOR VEHICLES, BARBECUES, AND TOBACCO PRODUCTS. THESE CHEMICALS MAY INCLUDE, BUT ARE NOT LIMITED TO CARBON MONOXIDE, FORMALDEHYDE, TOBACCO SMOKE, UNLEADED GASOLINE, SOOTS, TARS, AND MINERAL OILS.** | | | | | | |
| **PEST CONTROL:** We  have  have not contracted with a registered structural pest control company to provide periodic pest control services to the Property. If we have contracted with a pest control company, you have been provided with a written notice regarding the use of the pesticides used on the Property as provided under California Business and Professions Code §8538 and Civil Code §1940.8.  The products used by the pest control company are meant to control the following type(s) of pest(s) . The frequency of the pesticide treatment is **Weekly.** | | | | | | |
| *(If checked)* **ONGOING CONSTRUCTION.** If indicated, there is ongoing construction in the Property consisting of: **.**  The **estimated** date of completion is . Construction will normally be limited to the following  **.**  *(If checked)* Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: **.** | | | | | | |

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| *(If checked)* **CONDOMINIUM CONVERSION.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this. | | | | |
| Additional notices, disclosures and terms: | | | | |
| **UTILITIES:** | | | | |
| **UTILITY/ SERVICE** | **UTILITY'S CUSTOMER OF RECORD** | **CHARGED TO RESIDENT?** | **CALCULATION METHOD FOR CHARGES TO RESIDENT** | **COMMON AREAS** |
| **Gas** | Landlord Resident | Yes No | Direct billing from utility Sub-metering  None - Landlord expense | Are separately metered and are not charged to Resident |
| **Electricity** | Landlord Resident | Yes No | Direct billing from utility Sub-metering  None - Landlord expense | Are separately metered and are not charged to Resident |
| **Water** | Landlord Resident | Yes No | Direct billing from utility Formula  Square footage Authorized occupant method Factored occupancy method  Dividing the bill equally among all occupied units in the Community  Sub-metering  None - Landlord expense | Are separately metered and are not charged to Resident  Are not separately metered  Charges to be divided among residents includes common area water  A deduction of **%** for estimated common area charges is made before calculating Resident's bill |
| **Sewer** | Landlord Resident | Yes No | Direct billing from utility Formula  Square footage Authorized occupant method Factored occupancy method  Dividing the bill equally among all occupied units in the Community  Sub-metering  None - Landlord expense | Are billed separately to the property owner and are not charged to Resident  Are not billed separately  Charges to be divided among residents includes common area sewer costs  A deduction of **%** for estimated common area charges is made before calculating Resident's bill |
| **Trash** | Landlord Resident | Yes No | Direct billing from utility Formula  Square footage Authorized occupant method Factored occupancy method  Dividing the bill equally among all units in the Community  None - Landlord expense | Are billed separately to the property owner and are not charged to Resident  Are not billed separately  Charges to be divided among residents includes the cost to dispose of trash generated in the common areas  A deduction of **%** for estimated common area charges is made before calculating Resident's bill |
| **Cable** | Landlord Resident | Yes No | Direct billing from utility  Flat fee of $ per month  Fees as specified on the attached schedule of fees, subject to change with 30 days advance notice Formula -Dividing the bill equally among all occupied units in the Community  None - Landlord expense |  |
| Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. Resident acknowledges that under the billing method described above Resident may be paying for water and sewer usage in the common areas or in other residential units. Resident further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.  If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.  *(If checked)* **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water. | | | | |

###### UTILITIES CONTINUED



If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

If Resident is responsible for trash charges, all trash related charges assessed to the Landlord may be used to calculate the amount charged to each Resident. These may include (but are not limited to, trash related charges contained on tax bills, and all charges contained on utility bills received from the local trash providers.

**Sub-metered Utilities:** Billings based on sub-meter readings (if any) will itemize the beginning and ending meter readings, the rate charged to Resident, and all categories of information that appear within the utility's standard billing format to the Landlord. Billing amounts based on sub-meter readings will be determined by:

Dividing the total fixed charges equally among the total number of sub-metered consumers which do not receive a separate master bill, plus adding Resident's share (determined from the sub-meter readings) of the variable charges at the same rate charged in the master bill. *(Use this option if the Property is located in the City of San Diego, and water is sub-metered).*

Dividing the total master bill according to sub-meter readings.

If the Premises are sub-metered, Resident agrees to allow Landlord, or a billing service provider Landlord designates, access to the Premises to install, repair, remove and read sub-meters. If the unit is located in the City of San Diego, all sub-meter billing will be in compliance with Chapter 6, Article 7, Division 6, Section 67.0601 through 67.0608 of the San Diego Municipal Code.

*(If checked)* **Formula Billing Used:** Utilities billed to the Property are allocated between all Property residents as indicated above.

Resident's percentage is calculated based on:

*(If checked)* **Square footage:** The approximate square footage of Resident’s unit as compared to the total square footage of all units within the Property. Resident's share is .

*(If checked)* **Authorized occupant method:** The number of authorized occupants (**1**) residing in Resident’s unit as compared to all authorized occupants in all units in the Community as of the first day of the month. Resident represents that all occupants that will reside in Resident's unit are identified in this Agreement. Resident agrees to immediately notify Landlord at any change in the number of occupants.

*(If checked)* **Factored occupancy method:** Resident's share is calculated using a y formular that compares the "factored occupancy" figure for the number of authorized occupants residing in Resident's unit as compared to the total "factored occupancy" figure for all authorized occupants in all units in the complex as of the first day of the month. Factored occupancy is based on the premises that multiple people in a single unit generally use less utilities that the same number of single people living in separate units. It applies a ration to the number of occupants as follows:

* 1. person = Factored occupancy of 1
  2. person = Factored occupancy of 1.6 3 person = Factored occupancy of 1.9 4 person = Factored occupancy of 2.2 5 person = Factored occupancy of 2.5

Resident represents that all occupants that will reside in Resident's unit are identified in the Resident Lease/Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates. However, if during the tenancy Landlord believes that Resident's utility consumption is disproportionate to the charge to Resident as specified above, Landlord reserves the right to modify the method used to charge Resident, in Landlord's reasonable discretion.

*(If checked)* **Dividing the bill equally among all units in the Property:** Resident's share is of the bill.

**Trash Charges.** Trash charges include the cost of Landlord or Property Management employees to collect trash bins from enclosures, compact the trash, and return the binds to the trash enclosures.

*(If checked)* **Utility Billing Service:** Landlord currently uses the services of **Newbewrry DTLA LLC** ("Utility Billing Company") to bill for **Water & Sewer and Trash**. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified. The Utility Billing Company is not the utility provider.

*(If checked)* **Landlord Billing:** Landlord bills utilities to Resident. The payment instructions on page 1 apply to utility billings as well as to any other payments due from Resident to Landlord, except as modified below.

**Utility Billing Statements:** Resident will receive monthly billing statements. Residents will generally receive bills on approximately the **1st** day of the month (i.e. utilities consumed in January will be billing on approximately February 1). Billing statements are payable within **3** days of the statement date. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing the utilities to you. Utility billings will be prorated as necessary.

*(If checked)* **Resident's Meter Includes Utilities Consumed in Common Areas.** Resident's gas electric water meter or submeter measures utilities consumed in both the Residence and in the following common areas: . Resident will be responsible for these utilities.



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| --- | --- | --- |
| **Each bill will include a monthly service fee of $0.00** This monthly administrative fee is the actual third party costs of reading sub-meters and providing billing services incurred by Landlord. Resident must make payment in full to Landlord or the Utility Billing Company of the utility charges before the due date listed on each bill, which will be at least 19 days from the date of mailing, notwithstanding the 10 day period specified in the utility paragraph below.  **Utility Late Fees.** Landlord and Resident agree that the actual cost to Landlord and/or the Utility Billing Company when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or the Utility Billing Company will incur certain costs, such as additional bookkeeping and administrative charges, additional charges, costs in printing and mailing late notices, and lost opportunity costs of the payment. Accordingly, Landlord and Resident agree that if the utility payments is not paid by the due date, the Resident will incur a late utility fee of **$10.00** *[Under the San Diego Water Sub-Metering Ordinance, you can charge a late fee, but no more than $10 and no sooner than 19 days after the utility statement is mailed or delivered to the tenant, and the lease must describe the late fees].*  **Resident Questions and Concerns Regarding Utility Billings.** Resident concerns and questions regarding utility billings may be addressed to **Newberry DTLA LLC** | | |
| **INITIAL AMOUNTS DUE:**  The following initial amounts are due under this Agreement as specified:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **CATEGORY** | **TOTAL DUE** | **PAYMENT RECEIVED TO DATE BY LANDLORD** | **BALANCE DUE** | **BALANCE DUE DATE** | | Security Deposit | $3,250.00 | $0.00 | $3,250.00 | 00/00/2016 | | **Base Rent** from **0/00/2016** through **0/00/2016**. If any concessions have been granted to Resident for any portion of this time period, the amount above is the Base Rent due after application of the concession amount. | $3,250.00 | $0.00 | $1,700.00 | 00/00/2016 | | Application Fee | $38.00 | $38.00 | $0.00 | - | | **TOTAL** | **$6,538.00** | **$38.00** | **$6,538.00** | **00/00/2016** |   The payments described above must be made by: CASHIER'S CHECKS, MONEY ORDERS AND PERSONAL CHECKS ONLY. | | |
| **AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:** | | |
| Resident Communication Log | Lead-Based Paint Disclosure | Asbestos Disclosure |
| Bedbug Addendum | California Proposition 65 Warning | Drug-Free Housing Addendum |
| Insurance Facts for Residents | Mold Notification Addendum | Move-In/Move-Out Itemized Statement |
| Pest Control Notice Addendum | Resident Policies and House Rules Addendum | Utility Addendum |
| Created on **Jun 00, 2016** by Leasing Agent: M LUNA | | |

1. **DEFINITIONS:**

Each capitalized term in this Agreement has the definition specified below unless otherwise defined in this Agreement.

**AGREEMENT:** This Residential Lease/Rental Agreement.

**LANDLORD'S RELATED PARTIES:** The Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager.

**RESIDENT'S RELATED PARTIES:** Other Co-Residents, Occupants, members of your household, your family, guests, agents and others under your control.

**RESIDENCE:** The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

**PROPERTY:** If the Residence is a unit in a multi-family complex, the Residence and the complex are collectively referred to as "the Property". If the residence is a single family residence, "the Property" refers to the Residence alone.

### PRIMARY AGREEMENT TERMS:

1. **PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
2. **AGREEMENT.** You rent the Residence from us.
3. **TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term.
   * If the Variable Lease Term section is not checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, you must vacate the Residence by the Termination Date (unless you and Landlord agree in writing to

extend the term).

###### If the Variable Lease Term section is checked to indicate an automatic continuance of the Agreement on a month-to-month basis after the Termination Date, the Agreement will continue after the Termination Date until either party terminates the Agreement by giving the other party at least thirty (30) days written notice, or as otherwise specified by law.

1. **PAYMENTS:**
2. **RENT.** You must pay us the Base Rent amount specified in the Variable Lease Term section of this Agreement. Certain additional amounts due to us are also specified in the Variable Lease Term section. All additional amounts due under this Agreement will be deemed Additional Rent. Collectively, Base Rent and Additional Rent are referred to as "Rent". We reserve our right under Civil Code §1479 to apply payments that we receive to any amounts due (whether Rent, late fees or any other Additional Rent amount) in any manner that we choose. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, setoff or deduction. The daily value of the Residence will be calculated based on a **30-day month**.
3. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us on or before the due date. You will incur a **$100.00** charge for the first dishonored check and **$100.00** for any subsequent dishonored check. After receiving any dishonored check, we reserve the right to require all further payments from you to be made by money order, certified check or cashier's check.

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, you should request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to make any necessary arrangements with us or any third party payment service system to make the payment electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures that you must follow. If any electronic or credit card payment to us or the third party payment service system is reversed or results in a "charge back," you will be responsible for late fees and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

1. **SECURITY DEPOSIT.** We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the security deposit to:
   * Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided;
   * Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
   * Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
   * Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

You may not use the Security Deposit in lieu of last month's Rent or other amounts due under this Agreement. If we apply any portion of your Security Deposit to amounts due during the term of this Agreement, you must replenish the full amount applied within three days of our demand.

If we are aware that you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. The purpose of this inspection is to allow you the opportunity to identify and correct any deficiencies in the Residence in order to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.

Within 21 days after you return possession of the Residence to us, we will provide you with a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident.

The amount of any refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

1. **LATE CHARGES AND DEFAULT INTEREST.** You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time period specified in the Variable Lease Term section. You agree that it would be impracticable or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. In addition to the Late Charge, interest will accrue on any unpaid amount at the legal rate of ten percent (10%) per year beginning on the date on which the delinquent amount was due. Late Charges and interest due are in addition to, and not in lieu of, any of our other remedies.
2. **FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE.** If you fail to make all payments specified in the section entitled "Initial Amount Due" before the specified date:
   * We have no obligation to give you possession of the Residence; and
   * We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

### ADDITIONAL AGREEMENT TERMS:

1. **APPLIANCES.** Use all appliances in the Residence in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages that you cause. If the Residence does not have a frost free refrigerator, defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the residence is equiped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked, or crushed.

You must obtain our written consent before installing any washer, dryer, refrigerator with water dispenser or icemaker. If we grant consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) your agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that we will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) your agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) your agreement to pay for additional utilities consumed.

1. **ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.
2. **ASSIGNMENT BY LANDLORD.** During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.
3. **AUTOMOBILE WASH AND REPAIR.** If permitted on the Property, automobile washing and oil changing may be done only in designated areas.
4. **BALCONIES, PATIOS AND WINDOWS.** Please do not shake or hang rugs, towels and clothing from windows. Do not put plants or other items on balcony or patio walls. If your balcony or patio is visible from outside your Residence, do not keep anything on it other than patio furniture.
5. **BARBEQUE GRILLS.** None allowed on the property at any time.
6. **BEDBUGS AND PESTS.** Bedbugs are wingless parasites about 1/5th inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, primarily at night while the host is sleeping. During the day, bedbugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

In the past, bedbug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bedbugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

Bedbug treatment is challenging. It requires the full cooperation of the residents in affected units, professional treatments over several weeks, and treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other units, you agree that if bedbugs are found, you will immediately contact us, and will not attempt to personally exterminate bedbugs without professional assistance.

"Pests" include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a

Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

* + Keeping the Residence clean and uncluttered;
  + Promptly advising us of any pest control needs, or any condition indicating a bedbug infestation in the Residence or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bedbugs require professional pest control treatment;
  + Inspecting all luggage, bedding, clothing, and personal property for bedbugs and other pests before move-in, returning home after traveling and/or bringing new items to the Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.
  + Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bedbug infestation;
  + Providing us with access to Residence for our pest control assessments and pest control treatment;
  + Following our instructions to prepare the Residence for pest control treatment and/or vacating the Residence when necessary in connection with our pest control efforts
  + Upon our request, promptly providing us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence.

1. **BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES.** Pedestrians have the right of way on all sidewalks, walkways and other pedestrian areas throughout the property. Bicycles, skateboards, scooters, roller blades/skates and other wheeled apparatus must be used with care, to avoid property damage, injury, and danger for others. Bicycles should be kept only in your residence or in designated areas (if any) within the property.
2. **COMMON AREA AMENITIES.** If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions provided at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict meeting rooms and clubhouse usage for private parties. Do not leave any personal property in common areas. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from use of the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.
3. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT.** If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of any violation by you or your Related Parties.
4. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and the others for which you are responsible:
   * May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
   * Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
   * Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
   * Are responsible for damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.
5. **CONSTRUCTION.** If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are provided in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent specified in the Variable Agreement Term section is fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

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1. **CONTINUING LIABILITY.** If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.
2. **CRIME-FREE COMMUNITY.** You and your Related Parties:
   * May not engage in criminal activity on or near your Residence or the Property;
   * May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
   * May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
   * "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq).; assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

A single violation of any of the provisions above will be a material and non-curable breach of this Agreement and good cause for immediate termination of your tenancy. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.

1. **DAMAGE TO RESIDENCE.** If the Residence is significantly damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of you) that renders the Residence uninhabitable, either you or Landlord may terminate this Agreement by giving the other written notice of election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide you with alternate housing). If you or your Related Parties cause the damage, we will have the right of termination, but you will not have that right and there will be no Rent reduction.
2. **DELAY IN POSSESSION.** If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.
3. **DISABILITIES - REASONABLE ACCOMMODATION.** Notwithstanding any other provision under this Agreement, upon prior written permission and verification as required by HUD/DOJ guidelines, we agree (1) to allow you to make reasonable accessibility modifications to the Residence as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.
4. **EARLY POSSESSION DATE.** If an Early Possession Date is identified in this Agreement, you may take possession of the Residence on that date. Your obligation to pay Rent will not begin until the Commencement Date. All of your other obligations under this Agreement will begin on the Early Possession Date.

###### INTENTIONALLY OMITTED.

1. **ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when you have abandoned or surrendered the Residence and pursuant to court order. Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, (3) We have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.
2. **ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate, (2) there are no uncured defaults in our performance, and (3) any other details specified by us originally requested of you.
3. **FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.

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1. **GARBAGE.** You must dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas. All boxes must be broken down and crushed before placing them in the appropriate container.
2. **GUESTS.** You may have overnight guests for no more than 7 nights in any month, and no more than two overnight guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
3. **HARASSMENT.** Resident and people under Resident's control may not harass (sexually or otherwise) Landlord or Landlord's Related Parties, and others at the Property. Violation of this Agreement provision is a breach of this agreement and grounds for termination of Resident's tenancy. Additionally, Resident and people under Resident's control may not unreasonably interfere with management functions.
4. **INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.**
5. **If renter's insurance is required** (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." Before the earlier of the Early Possession Date or the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or subject to modification except after thirty days prior written notice to us. At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. Failure to maintain renters insurance is a material breach of this Agreement.
6. **If business insurance is required.** A policy of commercial general liability and property damage insurance including broad form contractual liability coverage covering personal and bodily injury, death, and damage to others' property under which Tenant is named as the insured. The liability limit for commercial general liability and property damage insurance is $2,000,000 for any one accident or occurrence. Such policy shall contain (i) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) a waiver of subrogation against Landlord or a consent to a waiver of right of recovery against Landlord, and (iii) an agreement by the insurer that it will not make any claim against or seek to recover from Landlord for any loss, damage or claim whether or not covered under such policy. Each of these policies shall include cross liability and severability of interests clauses, and be written on an occurrence, and not claims-made, basis. Each of these policies shall name Landlord, the Project property manager, each secured lender, and any other party reasonably designated by Landlord as an additional insured ("Additional Insured").
7. **Proof of Insurance (business insurance).** Simultaneously with the execution of this Lease, Tenant shall provide Landlord with a certificate of insurance evidencing each policy of insurance required by Subsection (a) of this Section, which certificate must include a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to the expiration, cancellation or nonrenewal of the respective policy terms. Tenant shall provide Landlord with a complete copy of any such policy upon written request of Landlord. Tenant acknowledges that Landlord will suffer material injury if Tenant fails to provide such certificate(s) of insurance (or a complete copy of the policy at Landlord's request) pursuant to this paragraph and that such material injury is difficult to quantify. Accordingly, if after Landlord's request, Tenant fails to provide such documents, Tenant shall pay to Landlord One Hundred and no /100 Dollars ($100.00) per day until Tenant provides such documents. Tenant shall (i) obtain a certificate of insurance on an annual basis in advance of the renewal of Tenant's policy(ies) required by Subsection (a) of this Section 9.1 that includes a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to the expiration, cancellation or nonrenewal of the respective policy terms; (ii) provide Landlord with a complete copy of any such policy upon written request of Landlord; (iii) with respect to each expiring insurance policy, provide a certificate of insurance evidencing a new policy of similar insurance to Landlord at least five (5) business days before the expiration date of the expiring policy (the "Certificate of Insurance Requirements"). Tenant's failure to comply with the Certificate of Insurance Requirements shall constitute a Default hereunder. Tenant acknowledges that Landlord will suffer material injury if Tenant fails to satisfy the Certificate of Insurance Requirements and that such material injury is difficult to quantify. Accordingly, if Tenant fails to satisfy the Certificate of Insurance Requirements, Tenant shall pay to Landlord One Hundred and no/100 Dollars ($100.00) per day until Tenant satisfies the Certificate of Insurance Requirements.
8. **KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent.
9. **LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
10. **LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can. No dye or flammable solutions are permitted.
11. **LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, unless the damage was caused by our fraud, negligence, violation of law, or willful misconduct. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.
12. **MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. During your tenancy, you must keep the Residence clean. You may not paint, wall paper, add adhesive shelf liner, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You will be responsible for replacing nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing.
13. **MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move In/Move Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
14. **MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf for the purpose of receiving service of process, notices, and demands.
15. **MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
16. You become a member of the Armed Forces of the United States after you enter into the Agreement; or
17. You are or become a member of the Armed Forces of the United States and receive:
    * Orders for a permanent change of station; or
    * Orders to deploy for a period of at least 90 days.

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

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

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or currently existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence in a manner that prevents mold growth. You specifically agree to:

###### KEEP THE PROPERTY CLEAN

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

###### CONTROL MOISTURE IN THE PROPERTY AND INCREASE AIR CIRCULATION

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

###### PERIODICALLY INSPECT THE UNIT FOR MOISTURE AND MOLD

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

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

###### YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

* + Visible or suspected mold that you do not clean as explained below. Mold may range in color from orange to green, brown, and/or black. There is often a musty odor present.
  + Overflows or leaks around showers/bath/sink/toilet/washers/refrigerator/air conditioners
  + Plumbing problems
  + Discoloration of walls, baseboards, doors, window frames, ceilings
  + Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
  + Clothes dryer vent leaks
  + Any non-operational windows, doors, fans, heating or air conditioning units
  + Any evidence of leaks or excessive moisture in the Residence or on the Property
  + Any maintenance needed at the Property

###### YOU AGREE THAT YOU WILL NOT:

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

If a small amount of mold has grown on a non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, you agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. Because Tilex Mildew Remover® and Clorox Cleanup® contain bleach (which may discolor some materials), they may not be appropriate cleaners if discoloration could be a problem.

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be your responsibility unless the elevated mold growth was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware. You agree to provide us with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, mold conditions in the Residence or Property as soon as you obtain them. Violation of any of the provisions of this section will be a material breach of this Agreement.

1. **MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted;

(e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.

1. **MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we specifically agree otherwise in writing.
2. **NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless we agree otherwise in writing or unless the Military - Early Termination section above applies. We may grant or withhold consent to a release in our sole discretion.
3. **OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
4. **PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, monthly Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. Garages (if any) may be used for private automobiles and storage only, and garage doors must be kept closed and locked at all times. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; or (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.
5. **PETS.** You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above as an "Authorized Pet". If any pets are authorized you agree to follow the following rules for your pet(s):
   * Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste on the Property.
   * Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
   * Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
   * Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition at all times. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
   * If your pet is a cat, keep a scratching post.
   * Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
   * Comply with all local laws and regulations relating to the pets.
   * Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
   * You will be responsible for confining your pet if we or our Related Parties need access to the Unit.
   * Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to indemnify and save us harmless from all liability relating to your pets. Permission to have a pet may be revoked with three days notice for cause.
   * You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
   * Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.
   * Permission to have a pet may be revoked at any time with three days notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

###### INTENTIONALLY OMITTED.

1. **POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** You must obey all posted signs on the Property and instructions from us.
2. **POSTING FLYERS.** Flyers may be posted only in designated areas, if any. If flyers are allowed to be posted, we may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property, as determined in our sole discretion.
3. **REPRESENTATIONS OF RESIDENT.** You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, this will be a non-curable breach of this Agreement and we may terminate your tenancy.
4. **SATELLITE DISHES.** You may install a satellite dish for personal, private use under the following conditions:
   * The satellite dish must be one meter or less in diameter;
   * The satellite dish may only be installed in the Residence in areas within your exclusive control. No part of the satellite dish may extend beyond a balcony or patio railing. The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a satellite signal.
   * You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled through exterior walls or the roof.
   * You must install, maintain and remove the satellite dish in a manner which is consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal of the satellite dish.
5. **SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests or contractors in the Community. We have no duty to you provide security services or devices other than the duty to provide you with (a) an operable dead bolt lock on each main swinging entry door of the Residence and (b) operable window security or locking devices for windows that are designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, you should contact the appropriate law enforcement agency.
6. **SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
7. **SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s) and may be equipped with a functioning carbon dioxide detector. You will be responsible for testing the device(s) weekly and immediately reporting any repair needs to us.
8. **SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (you're your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of your or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free are dependent on voluntary compliance by you and others. Furthermore, we reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.
9. **STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, monthly Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding (a) any potentially dangerous, flammable, hazardous or toxic property or materials, and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
10. **TELEPHONES.** There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of

$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior tenants. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.

1. **TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you are required to vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if we do not provide you with alternate housing.
2. **USE.** The Residence may be used only as a personal residence and a workspace for the following uses; accountants; architects; artists and artisans; attorneys; computer software and multimedia related professionals; consultants; engineers; fashion, graphic, interior and other designers; insurance, real estate and travel agents; photographers and similar occupations. At lease ten percent (10%) but not more than fifty percent (50%) of the Premises shall be used as work space. In addition, and without limiting the foregoing, no sales or exchange

of products, processing, manufacturing, display or servicing of any product shall be conducted on the Premises, except for handicrafts, or intellectual or artistic products, or direct sales, or sales where the orders have been previously made by telephone, at a prior meeting or a sales party, and in accordance with the other standards of operation. The Premises shall not be used for instructional classes if such is inconsistent with residential use. Any class or instructional activity which involves more than six (6) persons shall be deemed to be inconsistent with residential purposes. No space or equipment used in the Premises for business purposes shall be rented out to other parties not residing on the premises. No hazardous activities such as, but not limited to, welding, open flame, or storage of flammable liquids shall occur in the Premises. If the unit is used for business purposes additional insurance will be required. You may not conduct any auction, garage sale, yard sale or similar activities in the Residence or in the Common Areas. Business use must comply with all city, state, and local ordinance, and code. Without limiting the foregoing, Tenant is advised that the use of the Premises is currently governed by the standards and conditions set forth in Los Angeles Municipal Code section 12.05(A)16,12.21(X)(1)(A)(4), and 91,8501.4 as amended from time to time, all of which such ordinances are incorporated herewith as though fully set forth. Tenant shall not do or omit to do any act in violation of such code sections. The code is published at [http://www.amlegal.com.](http://www.amlegal.com/)

1. **UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), is specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid within **1** days of the statement date. If you don't pay utility charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers at any time. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the apartment. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utilities until the earlier of the Termination Date or until the Residence is re-rented. The due date for Basic Rent and the due date for utility charges may not coincide. You must comply with all energy conservation efforts that we implement. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide you with an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. Billing amounts based on sub-meter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any sub-metering device or system. We may estimate your consumption if your sub-meter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the Residence not reasonably within our control.
2. **WINDOW COVERINGS.** If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window sill which are visible from the outside.
3. **WATERBEDS AND AQUARIUMS.** Waterbeds are never permitted. You must also obtain our permission to have an aquarium of more then 5 gallons.
4. **HAZARDOUS SUBSTANCES.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not cause or permit any Hazardous Substance to be brought onto, spilled, or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party. Lessee shall not engage in any activity in or on the Premises which require or use Hazardous Substances. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

### DISCLOSURES AND NOTICES:

1. **ASBESTOS.** Asbestos is a chemical known to cause cancer. If the Variable Lease Term section indicates that the Property or Residence may contain asbestos, you should be aware that disturbing or damaging certain interior Residence or Property surfaces may increase the potential exposure to asbestos. If we have indicated that the ceilings may contain asbestos, you may not damage or disturb the ceilings; Do not: (i) pierce the surface of the ceiling by drilling or any other method; (ii) hang plants, mobiles, or other objects from the ceiling; (iii) attach any fixtures to the ceiling; (vi) allow any objects to come in contact with the ceiling; (v) permit water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) paint, clean, or repair any portion of the ceiling; (vii) replace

light fixtures; (viii) do anything which may cause damage to the ceiling. Notify us immediately in writing (i) if there is any damage to or deterioration of the ceiling (i.e. loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling) or (ii) if any of the above situations occur. Any knowledge that we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available records or reports pertaining to asbestos in the Residence or Property are identified and are available for your review.

1. **LEAD WARNING INFORMATION.** If indicated in the Variable Lease Term section, the Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* and that the reports or records have been made available for your review.

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

### BREACHES AND REMEDIES:

1. **RESIDENT DEFAULT.** Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:
   * If you abandon or vacate the Residence;
   * If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
   * If you breach any other obligation under this Agreement or applicable law;
   * If you have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.
2. **REMEDIES.** If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date that you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts that we reasonably could have avoided.
3. **CUMULATIVE REMEDIES.** All remedies specified in this Agreement for noncompliance are cumulative.
4. **CREDIT.** A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.
5. **DAMAGES FOR FAILURE TO VACATE.** If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent, legal costs and other expenses.
6. **ATTORNEY FEES.** In any legal action brought by either party to enforce the terms of this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. We will be entitled to reasonable attorneys' fees and all other costs incurred preparing and serving notices to you (and/or consultations with attorneys in connection with preparing and serving notices), whether or not legal action is brought in connection with the default. Additionally, you must pay all collection-agency fees that we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

### AGREEMENT INTERPRETATION:

1. **AMENDMENT.** This Agreement may not be amended or altered except by a written agreement, signed by you and us.
2. **CONSTRUCTION.** The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.
3. **INTEGRATION.** This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.
4. **PARTIAL INVALIDITY.** If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.
5. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.
6. **TIME IS OF THE ESSENCE.** Time is of the essence as to each obligation to be performed under this Agreement.
7. **VERBAL REPRESENTATIONS.** You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.
8. **WAIVER.** Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

###### If the lead hazard section of this Agreement is marked as being applicable, by signing below, the parties acknowledge that they have read the lead-based paint and lead based paint hazard information in this Agreement and certify, to the best of the parties' knowledge, that the information provided is true and correct.

**Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph 3 above.**

*(Resident) Date (Owner/Agent) Date*

## TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM DISCLOSURE OF INFORMATION ON

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at: **900 East 1st Street # , Los Angeles, CA 90012**. **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Owner's Disclosure or Agent\* acting on behalf of Owner (initial)

1. Presence of lead-based paint or lead-based paint hazards (check one below):

 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

1. Records and reports available to the Owner (check one below):

 Owner has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Agent's\* Acknowledgment (initial)**

\* The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

1. Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

**Resident's Acknowledgment (initial)**



Resident has received copies of all information listed above.

Resident has received the pamphlet *Protect Your Family from Lead in Your Home.*

**Certification of Accuracy**

The following parties have reviewed the information above to certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

*(Resident) Date (Owner/Agent) Date*

# RENTAL AGREEMENT/LEASE AGREEMENT ADDENDUM PERTAINING TO ASBESTOS

#### POSTED IN ACCORDANCE WITH PROPOSITION 65.

CALIFORNIA HEALTH AND SAFETY CODE 25249.5 ET SEQ.

**WARNING**

Resident is renting from Owner/Agent the premises located at **900 East 1st Street # , Los Angeles, CA 90012**.

#### This building **may** contain asbestos, a chemical known to the state of California to cause cancer.

1. Resident(s) or their guests, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the Premises or any part thereof, including without limitation: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;

(vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration which may cause damage to the ceiling.

1. Resident(s) shall notify Owner and Agents immediately in writing: (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling; or (ii) upon the occurrence of any of the events described in Paragraph 1 above.
2. Resident(s) or their guests shall not use or keep in the Premises or cause to enter or remain in the Premises, any **dangerous substances**, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials.
3. For safety, each person must run water faucets for at least two seconds to clear the faucet of standing water prior to use.
4. This addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

*(Resident) Date (Owner/Agent) Date*

**BEDBUG ADDENDUM**

This Bedbug Addendum ("Addendum") dated  **, 2016** is made part of the Lease Agreement ("Lease") dated  **, 2016** between **NEWBERRY DTLA LLC** "Lessor" and "Lessee." Lessee occupies the premises located at **900 East 1st Street # , Los Angeles, CA 90012** ("the Premises.")

Bed bugs are wingless parasites about 1/5 inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on the blood of humans, pets, birds and other animals, generally at night while the host is sleeping. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched and left untreated. Bedbugs generally hide in crevices during the day. Common hiding places include seams in mattresses and box springs, cracks in bed frames, under loose wallpaper, behind picture frames, and inside furniture and upholstery.

Until recently, bed bug infestations were primarily associated with crowded and dilapidated housing. However,bedbug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bed bugs are transferred from place to place on people or their clothing. Bed bugs can also be transferred when people move contaminated items such as furniture, bedding, and luggage.

Lessor has inspected the Premises and there are currently no indications of the presence or infestation bedbugs in the Premises.

 *(If checked).* The Premises have been certified by a licensed pest control operator as being free from bedbugs.

If a bedbug infestation is found in the Premises after Lessee takes possession, Lessee will be responsible for treatment costs if:

* the Premises were certified as being bedbug-free before Lessee took occupancy, or
* the previous Premises occupant did not complain of bedbugs, and there were no signs of bedbug infestation when Lessor inspected the premises before Lessee took possession of the Premises, or
* it is established by some other means that Lessee is responsible for the bedbug infestation. Lessor will be responsible for infestation costs if Lessor is responsible for the bedbug infestation. To prevent bedbug infestations, and to treat any infestations that do occur, Lessee agrees that:

1. Before move-in, Lessee will inspect all luggage, bedding, clothing, and personal property which Lessee intends to maintain in the Premises or store anywhere in the building, and if requested by Lessor, will allow Lessor to do the same. If an item is, or may be infested, at Lessor's discretion, Lessor may either prohibit from bringing the item into the Premises and building or, have the item treated before the item is brought into the Premises or building.
2. Lessee will immediately notify Lessor of any condition in the Premises indicating a bedbug infestation. Conditions indicating infestation include (but are not limited to) itchy welts on the Lessee's skin; bedbugs (whether alive or dead) found in the bed, bedding or clothing maintained in the Premises; blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed; or a sweet odor.
3. If the Premises must be treated for infestation by insects and vermin including bedbugs, will cooperate with Lessor and Lessor's agents, staff and pest control technicians as required to eradicate any infestation from the Premises and the building.
4. Bedbugs poses a risk to the health and safety of other residents. Lessor and Lessee agree that Lessee's failure to comply with the terms of this addendum constitutes a material breach of the Lease Agreement which adversely affects the health, safety and quiet enjoyment of other residents and interferes with the Lessor's responsibilities.
5. Lessee agrees to indemnify and hold harmless the Lessor from any actions, claims, losses, damages and expense, including, but not limited to attorney's fees that the Lessor may sustain or incur as a result of the negligence of the Lessee or any guest or other person living in, occupying or using the premises, or Lessee's failure to comply with this Addendum.

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*

## CALIFORNIA'S PROPOSITION 65 WARNING

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

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

**Warning**

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

**Second Hand Tobacco Smoke and Tobacco Products.**

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

**Furnishings, Hardware, and Electrical Components.**

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

**Combustion Sources.**

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

**Construction and Maintenance Materials.**

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

**Certain Products Used In Cleaning And Related Activities.**

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

**Swimming Pools and Hot Tubs.**

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

**Paint and Painted Surfaces.**

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

**Engine Related Exposures.**

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

**Pest Control and Landscaping.**

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

**Sources of Chemical Exposures**

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

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

**General - Warning:** This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

**Foods and Beverages - Warning:** Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

**Alcohol - Warning:** Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*

## UNLAWFUL ACTIVITY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated  **, 2016** between **Newberry DTLA LLC** (Owner/Agent) and **YOUR NAME HERE** , (Resident) for the premises located at **900 East 1st Street # , Los Angeles, CA 90012**.

1. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, members of the Resident's household, and any guest or other persons under the Resident's control *shall not engage in any act intended to facilitate criminal activity*, including drug-related criminal activity, on or near property premises.
3. Resident and members of the household *will not permit the dwelling unit to be used for, or to facilitate, criminal activity*, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
6. *VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY*. A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*

Resident is required to maintain renters insurance throughout the duration of the tenancy that includes:

1. Coverage of at least in personal liability (bodily injury and property damage) for each occurrence;
2. The premises listed above must be listed as the location of resident insured;
3. Owner is listed as a Certificate Holder
4. Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage, to the Owner/Agent

Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

Resident is encouraged, but not required to obtain renters insurance.

**Insurance Facts for Residents**.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
   1. Your babysitter injures herself in your unit.
   2. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
   3. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
   4. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
   5. Your locked car is broken into and your personal property, and that of a friend, is stolen.
   6. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

*Revis*

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*

**MOLD NOTIFICATION ADDENDUM**

This document is an Addendum and is part of the Rental/Lease Agreement, dated **, 2016** between **Newberry DTLA LLC** (Owner/Agent) and, (Resident) for the premises located at **900 East 1st Street # , Los Angeles, CA 90012**.

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

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

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

*Revis*

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*

**MOVE-IN/MOVE-OUT ITEMIZED STATEMENT**

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| --- | --- | --- | --- |
| **Resident Name(s)** | | **Move-In Date** | **Move-Out Date** |
| **Apartment Address**  **900 East 1st Street # , Los Angeles, CA 90012** | **Move-In Inspection By/Date** | **Initial Inspection By/Date** | **Final Inspection By/Date** |

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

**CODES: NCC** - Needs complete cleaning • **REP** - Replace • **SC** - Needs spot cleaning • **SP** - Needs spot painting

**RPR** - Needs repair • **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** - New

**KITCHEN**

Ceiling Doors Walls Floors Hood/Filter Fan/Light Counter top

Sink/Faucets Drains/Disposal Cabinet/Doors Shelves/Drawers

Under sink Windows Screens Curtains/Blinds Elec. fixtures Light bulbs

**STOVE/OVEN**

Stove-Outside

Burners Drip pans

Vent Timer/Controls Oven surfaces Oven racks Broiler pan

Light

**REFRIGERATOR**

Inside (all parts)

Outside

**DISHWASHER**

Outside/Controls Inside (all parts)

**LIVING ROOM**

Walls Ceiling Doors Windows Screens

Drapes/Blinds Shades/

Floor Closet

Elec. fixtures Light bulbs Fireplace

**1st BATH**

Ceiling Walls/Tile

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| Move-In Inspection | Initial Inspection  (Pre-Move-Out Option) | Final Inspection (After Move-Out) |
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Floors Cabinets Shelves Doors Mirror Tub/Shower Caulking

Shower Dr./Tracks

Basin Drains Faucets Counter tops Exhaust fan Bowl/Seat Towel racks

Window Screen

Elec. fixtures Light bulbs

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**2nd BATH**

Ceiling Walls/Tile

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Floors Cabinets Shelves Doors Mirror Tub/Shower Caulking

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Shower Dr./Tracks

Basin Drains Faucets Counter tops Exhaust fan Bowl/Seat Towel racks

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Elec. fixtures Light bulbs

**DINING ROOM**

Walls Ceiling Drapes/Blinds Shades/

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Closet Doors Floor Windows Screens

Elec. fixtures Light bulbs

**CODES: NCC** - Needs complete cleaning • **REP** - Replace • **SC** - Needs spot cleaning • **SP** - Needs spot painting

**RPR** - Needs repair • **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** - New

**1st BDRM**

Walls Ceiling Windows Screens Drapes/Blinds Shades/

Doors Closet Floor

Elec. fixtures Light bulbs

**OTHER ROOM**

Walls Ceiling Closet/Cabinets

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Windows Shades/

Screen Floor Door

Elec. fixtures Light bulbs

**2nd BDRM**

Walls Ceiling Windows Screens Drapes/Blinds Shades/

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Doors Closet Floor

Elec. fixtures Light bulbs

**3rd BDRM**

Walls Ceiling Windows Screens Drapes/Blinds Shades/

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Doors Closet Floor

Elec. fixtures Light bulbs

**HALLS/STAIRS/**

**ENTRY**

Walls Ceiling Drapes/Blinds Shades/

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Closet Doors Floor Windows Screens

Elec. fixtures Light bulbs

**Move-in Inspection:**

***Resident Date***

***Resident Date***

***Resident Date***

**FRONT PORCH**

Elec. fixtures Light bulbs

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**BACK PORCH**

Elec. fixtures Light bulbs

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**GARAGE/ CARPORT**

Elec. fixtures Light bulbs Remote/Opener

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**MECHANICAL**

Hot water heater

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Furnace Air conditioner Air cond. filter Smoke dector

Carb Mono Dector

Thermostat

**# OF KEYS**

Door Laundry Room

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**According to state law:**

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

1. The compensation of a landlord for a tenant's default in the payment of rent.
2. The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant.
3. The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
4. To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental

agreement, in order to avoid deductions from the security deposit.

***Resident Date***

***Owner/Agent Date***

**Initial Inspection:**

***Owner/Agent Date***

**Final Inspection (After Move-Out):**

**The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.**

**A final itemized statement will be sent to you within 3 weeks of the**

**termination of your tenancy.**

***Owner/Agent Date***

## PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated  **, 2016** between **Newberry DTLA LLC** (Owner/Agent) and, (Resident) for the premises located at **900 East 1st Street # , Los Angeles, CA 90012**.

California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is attached to this Acknowledgment.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment.

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

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*(Owner/Agent) Date*

## RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM

##### GENERAL

1. This document is an Addendum and is part of the Rental/Lease Agreement, dated  **, 2016** Newberry DTLA LLC(Owner/Agent) and, (Resident) for the premises at **900 East 1st Street # , Los Angeles, CA 90012**.
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than **14 days in a year** period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.
4. Residents who lock themselves out of their units may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent.
5. **NOISE AND CONDUCT**
6. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
7. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
8. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
9. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents **between the hours of 10 pm and 8 am**.

##### CLEANLINESS AND TRASH

* 1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
  2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
  3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
  4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
  5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
  6. Resident shall refrain from leaving articles in the hallways or other common areas.
  7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
  8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

1. **SAFETY/SECURITY**
   1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
   2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
   3. Resident should ensure that all appliances are turned off before departing from the premises.
   4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
   5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
   6. Resident shall refrain from smoking in bed.
   7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
   8. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.
2. **MAINTENANCE, REPAIRS AND ALTERATIONS**
3. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
4. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
5. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
6. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
7. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner/Agent for these costs on demand.
8. **PARKING**
   1. Number of parking spaces assigned to Resident's unit . Only one vehicle may be parked in each space.
   2. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.)
   3. Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate saftely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

The undersigned Resident(s) ackowledge(s) having read and understood the foregoing.

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*

## UTILITY ADDENDUM

This Utility Addendum is incorporated into the Residential Lease/ Rental Agreement dated  **, 2016 Newberry DTLA LLC**, Landlord, and , Resident, for the property at **900 East 1st Street # , Los Angeles, CA 90012** ("the unit").

1. Information about utilities is indicated below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **UTILITY/ SERVICE** | **UTILITY'S CUSTOMER OF RECORD** | **CHARGED TO RESIDENT?** | **CALCULATION METHOD FOR CHARGES TO RESIDENT** | **COMMON AREAS** |
| **Gas** | Landlord Resident | Yes No | Direct billing from utility Sub-metering  None - Landlord expense | Are separately metered and are not charged to Resident |
| **Electricity** | Landlord Resident | Yes No | Direct billing from utility Sub-metering  None - Landlord expense | Are separately metered and are not charged to Resident |
| **Water** | Landlord Resident | Yes No | Direct billing from utility Formula  Square footage  Authorized occupant method  Dividing the bill equally among all occupied units in the Community  Sub-metering  None - Landlord expense | Are separately metered and are not charged to Resident  Are not separately metered  Charges to be divided among residents includes common area water  A deduction of **%** for estimated common area charges is made before calculating Resident's bill |
| **Sewer** | Landlord Resident |  | Direct billing from utility Formula  Square footage  Authorized occupant method  Dividing the bill equally among all occupied units in the Community  Sub-metering  None - Landlord expense | Are billed separately to the property owner and are not charged to Resident  Are not billed separately  Charges to be divided among residents includes common area sewer costs  A deduction of **%** for estimated common area charges is made before calculating Resident's bill |
| **Trash** | Landlord Resident |  | Direct billing from utility Formula  Square footage  Authorized occupant method  Dividing the bill equally among all units in the Community  None - Landlord expense | Are billed separately to the property owner and are not charged to Resident  Are not billed separately  Charges to be divided among residents includes the cost to dispose of trash generated in the common areas  A deduction of **%** for estimated common area charges is made before calculating Resident's bill |
| **Cable** | Landlord Resident | Yes No | Direct billing from utility  Flat fee of $ per month  Fees as specified on the attached schedule of fees, subject to change with 30 days advance notice  Formula -Dividing the bill equally among all occupied units in the Community  None - Landlord expense |  |

1. **Resident Utility Obligations.** Resident agrees to pay for all utilities that are consumed within the unit as being Resident's obligation, beginning on the date of delivery of possession until Landlord reacquires possession of the unit. If Resident breaches the lease by vacating the unit before the end of the term, Resident will also be responsible for utilities until the earlier of (1) the end of the term, or (2) until the unit is re-rented.
2. **Direct Billing from Utility.** For the utilities indicated above as being billed directly to the Resident, as of the move-in date Resident will obtain service in his/her own name by contracting directly with the utility provider. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at the Landlord's discretion, considered a material breach of this agreement and will permit the Landlord to terminate the rental agreement. Resident agrees that if Landlord is billed for utility services which are Resident's responsibility, Resident will repay the Landlord for the charges incurred within 10 days of invoice. **The Resident will also be subject to an additional charge of $0.00 for each billing cycle during which the Resident has failed to become the customer of record with the utility. This fee consists of the expenses incurred by the Landlord to communicate with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on the Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount.**
3. **Tenant Not the Direct Customer of Record.** The following provisions apply to utilities which are the Resident's responsibility, but of which Landlord is the utility's customer of record.
   1. **Sub-metered Utilities.** Billings based on sub-meter readings (if any) will itemize the beginning and ending meter readings, the rate charged to Resident, and all categories of information that appear within the utility's standard billing format to the Landlord. Billing amounts will be determined by multiplying the sub-meter readings for the Resident's unit by the utility rate that would be charged by the utility for that level of consumption if the Resident was the utility provider's direct customer of record. **Residents should be aware that because of volume discounts the rate charged to Landlord may be less than the rate that would be charged to the Resident if the Resident was the utility provider's direct customer of record.** If the Premises are submetered, Resident agrees to allow Landlord, or a billing service provider designated by Landlord, access to Resident's unit in order to install, repair, remove and read submeters.
   2. **Formula Billing Used.** If formula billing is used, the specific formula used is indicated above. Details about formulas are below.

 **Square footage:** For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's unit as compared to the total square footage of all occupied units within the Community.

 Resident's share using an **Authorized Occupant** formula is calculated by comparing the number of authorized occupants (**1**) residing in Resident's unit as compared to all authorized occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Resident's unit are identified in the Residential Lease/ Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

 **Dividing the bill equally among all occupied units in the Community.**

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates.

* 1. **Water and Sewer Charges:** If either sub-metering or formula methods are used to calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.

 *(If checked)* **Central Boiler:** "Water" charges include charges for gas used to heat hot water in addition to the cost of the water.

If either sub-metering or formula methods are used to calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

**D. ***(If checked)* **Utility Billing Service:** Landlord currently uses the services of **Newberry DTLA LLC** ("Utility Billing Company") to bill for **Water & Sewer and Trash**. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be notified. The Utility Billing Company is not the utility provider. Resident will be given notice by Landlord. The Utility Billing Company is not the utility provider.

*(If checked)* **Landlord Billing.** Landlord bills utilities to Resident. All amounts due Landlord are payable to **Newberry DTLA LLC, 900 East 1st Street, Los Angeles, CA 90012, (310) 699-5331**. Payment must be made by:

**CASHIER'S CHECKS, MONEY ORDERS AND PERSONAL CHECKS ONLY.**

-Resident will pay Landlord **$100.00** for the first check not honored for payment and **$35.00** for any subsequent check not honored for payment. No personal checks will be accepted from Resident after Landlord has received NSF check(s) from Resident. The normal hours available to make payments in person are from **9:00AM - 1:00PM (Rent drop box located in unit #114, 24-Hours)**.

1. **Utility Billing Statements.** Resident will receive monthly billing statements. Residents will generally receive bills approximately 30 days after the last day in the billing cycle (i.e. utilities consumed in January will be billing on approximately March). Billing statements are payable within 10 days of the statement date. The due date for rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the rental agreement and grounds for termination of the tenancy. All monetary amounts due under this Utility Addendum are deemed additional rent. Utility billings will be prorated as necessary.
2. **Payment from Security Deposit. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the unit, may be deducted from the Resident's security deposit.** If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption until

actual numbers become available.

1. **Monthly Service Charge. Resident's billing statement will include a monthly service charge of $0.00. The service charge represents the reasonable value of services provided by Landlord or the utility billing company to allocate the utility costs to the responsible parties, provide billing to Resident, and process payments. The monthly service charge is subject to change upon sixty days written notice of increase sent by first class mail to Resident's unit.**
2. **Late Fees, Interest, and Collection Costs. Utilities that are not paid in a timely fashion are subject to a late fee of $10.00 plus interest at the maximum amount allowed by law. It is agreed that the late charge is a fair and reasonable estimate of actual expenses incurred by Landlord as a result of late payment. The actual expenses are not susceptible to ready calculation but include the costs of late payment accounting, the cost of accounting amounts advanced to the utility, the costs of communicating with the Resident with regard to the delinquent account, and the lost investment value of funds advanced for Resident's utility obligations. Payment of a late fee will not excuse Resident's obligation to pay the underlying utility charge. Application of a late fee will not bar Landlord from any other remedies allowed under the lease or applicable law.**
3. **Resident agrees to pay any fees charged by a collection agency to Landlord to collect amounts due from Resident.**
4. **Landlord Liability.** Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the unit not reasonably within the Landlord's control.
5. **Conservation.** Resident agrees to comply with any utility conservation efforts implemented by Landlord.
6. **Tampering.** Resident agrees not to disturb, tamper, adjust, or disconnect any utility service a sub-metering device or system.
7. **Estimation.** Landlord may estimate Resident's consumption if Resident's sub-meter is broken or does not transmit a meter reading, or if Landlord has not received bills from utility providers in time to prepare Resident's invoices.
8. **No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the Residential Lease/ Rental Agreement will not constitute a waiver of any other breach. Landlord's acceptance of rent or any other payment with knowledge of Tenant's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utility Addendum or the Residential Lease/ Rental Agreement. No waiver will exist unless made in writing and signed by both Resident and Landlord.
9. **Severability.** If any provision of this Utility Addendum or the Residential Lease/ Rental Agreement is determined to be invalid or unenforceable by any court, the remaining provisions will remain fully valid, enforceable, and binding on the parties.
10. **Modification.** Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident during the term of this lease.
11. **Discontinued Utilities.** If electricity, natural gas, water or sewer services have been discontinued, occupancy of the unit is hazardous and will be a breach of the Residential Lease/Rental Agreement.
12. **Resident Questions and Concerns Regarding Utility Billings.** Resident concerns and questions regarding utility billings may be addressed to **Newberry DTLA LLC**

\*\*\*SIGN HERE\*\*\* { Meredity C. Carter } {} {21448712} {}

*(Resident) Date*

\*\*\*SIGN HERE\*\*\* { } {0} {} {}

*(Owner/Agent) Date*