#### RENTAL TENANCY AGREEMENT

1. Parties: This agreement ("the Lease") is entered into on \_\_\_\_\_\_between A. Ali Eslami

	("Landlord"), and all of the following persons (referred hereinafter individually as a "Tenant", and collectively as the "Tenants"):				
	Nikith Vangala et. al See last page for all tenants' names				
2.	The Lease pertains to the property located at: 2133 Parker Street, Unit #2, Berkeley, CA 94704 including use of the following: Unit #2 (second floor unit) ("the Premises").				
	Tenants' Initials				
3.	Term: The Lease shall be for a period of months, commencing on June 1, 2025, and ending on May 31, 2026.				
4.	Rent: The monthly rent for the property is\$8,000, commencing on				
	Tenants' Initials				
5.	<u>Possession</u> : The failure of Tenants to take possession of the Premises shall not relieve them of their responsibility to pay rent. In the event that Landlord is unable to deliver possession to the Tenants for any reason not within Landlord's control, Landlord shall not be liable to Tenants, except for the return of any deposit previously paid to Landlord by Tenants.				
6.	<u>Holding Over</u> : Tenants agree to vacate the Premises by 7:00 p.m. on the termination date of the Lease. Should Tenants fail to vacate by said time the hold-over shall be presumed to be willful, deliberate, and without the consent of Landlord and Landlord shall be entitled to damages for the hold-over period, plus other expenses incurred due to breach of this condition of the Lease.				
7.	Charges for Late Fee and Returned Checks: The monthly rent for the property is payable on the <i>first day of every month</i> . If Tenants fail to remit payment of the rent within <i>three days</i> after it is due, Tenants shall pay to Landlord a late fee of \$50.00 for each additional day that rent continues to be unpaid. The late payment fee will not be construed as a waiver by Landlord of the right to insist upon payment of rent on the due date. The Landlord may terminate the Lease for the non-payment of rent, as provided herein and as permitted by law. In the event that any check given to Landlord by Tenants in payment of any amount				

rent payable by Tenants. Landlord and Tenants agree that the fees discussed in this paragraph are

due under the Lease is returned to Landlord, Tenants shall pay to Landlord a **returned check fee of \$75.00 in addition to the assessed late fee**. If two checks are returned within a 4-month period, rent must be paid by certified funds or/and cash. The fees discussed in this paragraph are in addition to the regular monthly

presumed to be the reasonable damages Landlord will sustain due to Tenant's potential late payment of rent or dishonored checks and that the fees discussed in this paragraph are not a penalty. Landlord and Tenants agree that it would be impractical and difficult to ascertain the amount of actual damages to Landlord by reason of late payments or/and dishonored checks; and the sums slated, therefore, are agreed upon as liquidated damages.

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8.	<u>Condition of Premises</u> : Tenants acknowledge and agree that they have thoroughly examined the Premises, including floor and window coverings, fixtures, appliances, and paint, and have found them to be in
	working, good, safe, and clean condition and repair, except otherwise noted here:
	at time of occupancy Tenants agree to maintain the Premises and return the Premises to Landlord
	upon termination of tenancy in a condition identical to that which existed when the Tenants took
	occupancy, except for ordinary wear and tear. Tenants agree to immediately notify Landlord in writing of
	any defects or dangerous conditions in and about the Premises of which they become aware. Tenants agree
	to immediately notify Landlord in writing of any requests for repairs and/or maintenance of the Premises
	or anything thereon or therein. Tenants agree to reimburse Landlord and shall be liable to Landlord for the
	cost of repairs to the Premises due to any damage caused by Tenants, their guests, and/or invitees. Tenants
	also agree that Landlord has made no promise to decorate, alter, repair, or improve the Premises, except as
	listed in the Check-in/Check-out Inspection Report.
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9.	Deposit: Upon signing the Lease, Tenants shall pay Landlord the sum ofas aas a
	deposit. Tenants understand that 100% of this deposit is for the security deposit, and it cannot be used for
	the last month's rent, and it will be returned to Tenants by the Landlord within 21 days after the surrender
	of the Premises except for landlord's retention of such amounts as provided by law.
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10.	Keys and Building Security: Tenants acknowledge receipt of keys. Loss of any keys must be
	reported immediately in writing to the Landlord. Tenants agree to pay the Landlordfor each
	key not returned at the time of surrender of the Premises. It is agreed that Tenants will not add any
	additional lock or make any lock changes or additional keys without the Landlord's written permission. It
	is further understood that if the Tenants is permitted to rekey or add/change the locks, a set of new keys
	will be given immediately to the Landlord. Tenants agree to notify Landlord in advance and in writing if
	installing any burglar alarm system, including instructions on how to disarm it.
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1	Restrictions on Renairs and Alterations: Tenants agree not to do any of the following without first

- **11.** Restrictions on Repairs and Alterations: Tenants agree not to do any of the following without first obtaining Landlord's written permission:
  - A. Change or remove any part of the appliances, fixtures, or equipment in the Premises;
  - B. Paint or install wallpaper or contact paper in the Premises;
  - C. Attach or place any fixtures, signs, or fences on the building, common areas, or Premises' grounds;
  - D. Attach awning or window guards in the Premises;
  - E. Attach any shelves, screen doors or other permanent improvements in the Premises;
  - F. Install washing machines/dryers, dishwashers, heaters, or air conditioners in the Premises; or
  - G. Place any aerial, antennas, or other electrical connections on the Premises.

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12.	<u>USE</u> : Occupancy shall be no more than <u>5</u> adult(s). The Premises are to be used only as a private
	residence for the Tenants. Occupancy by any other person, including guests, for more than $10\ days$ in any $6\ days$
	(six) months period without the prior written consent of the Landlord shall be considered a breach of the
	Lease and grounds for termination of the Lease. If there is more than one Tenant under the Lease, the
	Tenants represent, warrant, and covenant that they are a Household, as defined in the Berkeley Zoning
	Ordinance, and shall solely use the Premises in a manner consistent with a Household. In agreeing to
	execute the Lease and in executing the Lease, Landlord has materially relied upon Tenants' representation,
	warranty, and covenant that they are a Household and will solely utilize the Premises in a manner
	consistent with a Household.
	Tenants' Initials

- **13.** <u>Tenants Rules and Quiet Enjoyment</u>: In addition to any other restrictions contained in the Lease and as provided by law, Tenants agrees to:
  - A. Not use the Premises in a manner which constitutes a violation of any law or ordinance.
  - B. Keep from making loud noises, having parties, playing loud music, loitering in the sidewalk or street in front of or adjacent to the Premises, engaging in or permitting the consumption of alcohol by persons less than twenty-one (21) years old, engaging in or permitting the use of any controlled substance without a valid doctor's prescription, or otherwise disturb, annoy, or interfere with the quiet enjoyment of other tenants or neighbors and shall ensure that Tenants' guests and invitees do the same.
  - C. Properly use and operate all electrical, gas, and plumbing fixtures and keep the same in a clean condition.
  - D. Not permit any person in or about the Premises with Tenants' permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor personally do any such thing.
  - E. Keep yards, walks, and garden areas clean.
  - F. Park only in assigned spaces and keep that space clean and free of oil drippings.
  - G. Not repair their cars on the Premises if such repairs will take longer than one day.
  - H. Not use any water-filled furniture without Landlord's prior written consent.
  - I. Not keep or store hazardous or flammable materials on or about the Premises.
  - J. Not create, maintain, or permit to exist any safety, fire, or health hazard on or about the Premises.
  - K. In keeping with Fire Safety Standards, all motorized vehicles, including motorcycles, must be parked outside. No motorized vehicles shall be parked in any building structure on the property except authorized garage spaces (if applicable) and driveway.
  - L. The sound of musical instruments, radios, televisions, stereos, phonographs, and singing shall at all times be limited in volume to a point that is not objectionable to neighbor and other tenants or occupants in the subject Premises or adjoining areas.
  - M. Keep exterior sounds at the level specified in Chapter 13.40 of the City of Berkeley Municipal Code, Community Noise. During day time (07:00am-10:00 pm) exterior sounds must be restricted to 55-60 dBA and night time (10:00p.m-07:00a.m) to 45-55 dBA.
  - N. Not permit large and/or loud gatherings outside of the interior of the Premises (including, without limitation, any patio, back or/and front yard). This agreement does not, and shall not be interpreted to, allow the Tenants to permit any large and/or loud gathering inside of the interior of the Premises, which is otherwise limited by the terms of the Lease and/or law or ordinance.
  - O. In case of any gathering at or in the Premises involving ten (10) or more guests and/or invitees, Tenants shall give at least ten (10) days prior written notice to Landlord and to the residents of properties contiguous to the Premises. These events shall not violate any of the City of Berkeley's or State of California's law and ordinances.
  - P. Except in the case of an emergency, only persons authorized by the Landlord shall have permission to perform any repair, maintenance or adjustment to appliances and equipment that is furnished by Landlord or is part of the Premises.

- Q. If furnished by Landlord, garbage disposal shall be only used in accordance with the disposal guidelines. All refuse shall be, in a timely manner, removed from the Premises and placed outside in garbage containers.
- R. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings, rubbish, rags, tampons, hair, ashes, or other foreign objects shall not be thrown therein. Any damage to such apparatus, and the cost of clearing plumbing resulting from misuse, shall be the sole responsibility of, and will be solely borne by, Tenants.
- S. Defrost the refrigerator according to the manufacturer's instructions. Most refrigerator repairs are not economically feasible. If Tenants damages the refrigerator as a result of improper defrosting or abuse, Tenants agrees to reimburse Landlord and shall be liable to Landlord for the cost of buying a new replacement refrigerator.
- T. Not assign room numbers to any of the bedrooms within the Premises.
- U. Not use the Premises for any retail, commercial or professional purpose unless that use conforms to applicable zoning laws and the prior written consent of Landlord is first obtained.
- V. Use of the roof and/or the fire escapes by Tenants and Tenants' guests and/or invitees is limited to emergency egress only. No other use is permitted, including but not limited to, the placement of personal property.
- W. Comply with all further rules and regulations made by Landlord from time to time and properly served upon Tenants with thirty (30) days' notice. Any such rules and regulations shall be deemed incorporated in the Lease by reference.
- X. Not to use or go over the building roof for any reason.

In agreeing to execute the Lease and in executing the Lease, Landlord has materially relied upon Tenants' agreements provided in this paragraph.

In the event of any violation of the above agreements, Landlord shall give Tenants written notice of such violation. Two or more violations of the above agreements within a twelve (12) month period shall be considered a nuisance and shall be deemed a just cause for eviction.

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14. Assignment and Subletting: Tenants shall not let, sublet or assign all or any portion of the Premises or Tenants' interest therein nor shall Tenants advertise the Premises as being available for rent without written permission and approval of the Landlord. Such approval will not be unreasonably withheld by the Landlord. Such subletting will not relieve the Tenants of any responsibilities under the Lease. Prior to any potential subletting, the prospective tenant shall be given a copy of the Lease and shall agree in writing to take possession of the Premises, or any part thereof, subject to the terms of the Lease and to be bound by all of the Lease's terms. Any name other than those of the Tenants, placed on the mail receptacle for the Premises rented to Tenants, shall be deemed to establish a violation of this section. If the listing for any telephone service on the Premises during the term of the Lease, whether such listing is in the published telephone directory or is maintained with the telephone company's directory assistance service, contains any name other than those of Tenants, such listing shall be deemed to have established a violation of this section. Any stay by any guest for a period longer than 10 (ten) days in any 6 (six)-month period without the prior written consent of Landlord shall be deemed a violation of this paragraph.

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15. <u>Pets</u>: No pets, dogs, cats, birds, fish or other animals are allowed in or about the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord, excepting service animal(s) as required by law. Any such consent is conditioned upon Tenants completing and signing Landlord's Pet Agreement which shall become part of the Lease. Strays shall not be kept or fed in or about the Premises. Strays can be dangerous, and Landlord must be notified immediately of any strays in or about the

Premises. If a pet has been in the Premises, even temporarily (with or without Landlord's permission) Tenants may be charged for cleaning, de-fleaing, deodorizing or shampooing any portions of the Premises at Landlord's discretion.

16.	<u>Utilities</u> : Tenants shall be responsible for payments of all utilities (PG&E for Gas & Electric service charges
	EBMUD for Water, Wastewater and Sewer service charges; City of Berkeley for Garbage service charges;
	among other), including new service charges, hook-up charges, and deposits, except for the following
	which shall be paid by the Landlord:

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17. <u>Insurance</u>: Renter's Insurance is not provided by the Landlord. Prior to occupancy, Tenants shall secure sufficient insurance from a recognized insurance company to protect against losses such as fire, flood, theft, vandalism, personal injury or other casualty and shall maintain such insurance throughout the duration of Landlords' periodic tenancy. In the event that Tenants do not secure and maintain such insurance, Tenants hereby warrant that they will be financially responsible for all losses not covered by Landlord's fire and extended coverage insurance policy. Landlord shall not be liable to Tenants for any loss suffered by Tenants. Landlord's insurance does NOT provide coverage for Tenants' personal belonging or personal liability unless as a direct and proximate result of Landlord's negligence.

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18. Damage to Premises and Financial Responsibility: In the event the Premises are damaged by fire or other casualty that renders the Premises uninhabitable, Landlord shall have the option either to (1) repair such damage and restore the Premises, the Lease continuing in full force and effect; or (2) give notice to Tenants at any time within 30 (thirty) days after such damage terminating the Lease as of a date to be specified by such notice. In the event of the giving of such notice, the Lease shall expire and all rights of Tenants pursuant to the Lease shall terminate. Landlord shall not be required to make any repairs or replacements of any property brought onto the premise by Tenants. Tenants agree to accept financial responsibility and Tenant shall be liable to Landlord for any damage to the Premises from fire or casualty caused by Tenants' negligence. Damages or plumbing stoppages caused by Tenants' negligence or misuse will be paid by Tenants. In the event that the Premises is damaged by fire or other casualty not caused by Tenants' and/or their invitees' or agents' negligence or willful action that renders the Premises uninhabitable, Landlord shall have the option to repair any such damage and restore the Premises and the Lease shall continue in full force and effect. If Landlord opts to repair and restore the Premises and if such repair and restoration is not completed within a reasonable amount of time considering the extent of the damage to the Premises, then the Tenants have the option to terminate the lease after the expiration of thirty (30) days advance writing notice to Landlord to terminate.

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- 19. <u>Smoke Detector</u>: This dwelling is supplied with one or more smoke detectors approved for use in California by the State Fire Marshall. Tenants agree to test the smoke detector prior to occupancy to ensure that the device is in proper working condition. After occupancy, Tenants agree to regularly test the smoke detector. Tenants shall inform Landlord in writing immediately of any defect, malfunction, or failure of the smoke detector.
- **20.** <u>Lead</u>: Tenants will review the pamphlet "Protect Your Family from Lead in Your Home" shown on the City of Berkeley Website. The Landlord has no reports or/and knowledge of lead-based paint on the Premises.
- 21. <u>Landlord's Access</u>: Upon 24 hour notice, the Tenants shall make the Premises available during normal business hours to Landlord or Landlord's agents for the purpose of entering, without limitation, (a) to

make repairs, alterations, or to supply services, (b) to show the Premises to prospective buyers, tenants, workmen, contractors, lenders, appraisers and insurance agents, (c) to inspect for possible health risks, defects, code violations, necessary repairs or maintenance, and (d) other reasonable purposes. In an emergency, Landlord may enter at any time without prior notice.

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22. <u>Nuisance</u>: Tenants shall not commit, nor permit to the committed, any waste or nuisance, upon in or about the Premises, nor shall Tenants create or permit a substantial interference with the comfort, safety, or enjoyment of Landlord, Landlord's agents, other tenants at the property where the Premises is located, and Tenants' guest and/or invitees. Landlord and Tenants agree that three complaints against Tenants, or Tenants' guests and/or invitees in any twelve (12) month period shall create a presumption of substantial interference with Landlord's, Tenants', or other occupants, safety and enjoyment and shall be deemed a just cause for eviction.

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- **23.** <u>Abandonment</u>: The Premises shall be deemed abandoned if Tenants vacate without giving notice when delinquent rent is payable, whether or not the keys are returned. In such event, Landlord may post the front door with a 7-day notice of intent to accept the surrender of the Premises. If Tenants have not contacted Landlord in writing and made acceptable arrangements with Landlord, Landlord shall be entitled to enter the Premises, remove Tenants' possessions, store them at Tenants' expense and risk, and re-rent the Premises.
- 24. <u>Individual Liability</u>: Each Tenant who signs the Lease, whether or not said Tenant is or remains in possession of the Premises, shall be jointly and severally responsible for the full performance of each and every obligations of the Lease, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by that Tenant or any of that Tenant's guests or invitees.
- 25. Hold Harmless: Landlord shall not liable for any damages or injury to Tenants, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful acts of Landlord or Landlord's agents. Tenants shall indemnify, defend, and hold Landlord and Landlord's agents harmless from all claims of loss or damage to property and of injury to or death of any persons caused by the intentional acts or negligence of Tenants and Tenants' guests and/or invitees occurring in or about the Premises including other areas of the building, adjacent sidewalks, streets, and yards. Tenants hereby expressly release Landlord and Landlord's agents from any and all liability for loss or damage to Tenants' property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord or Landlord's agents.
- **26.** Change in Terms of the Lease: Nothing in the Lease shall abrogate or otherwise modify the right of the Landlord to seek increases as may be permitted by state or local law in either the maximum allowable rent or the amount of monthly rent specified in the Lease, or to make other modification not inconsistent with state or local law. Rent increases allowed shall become effective after the Landlord gives the Tenants at least 30 (thirty)-day written notice of such rent increase and the notice period expires. All other amends or modifications to the Lease must by a written agreement signed by Landlord and Tenants.
- 27. Sex Offender (Megan's Law): The California Department of Justice, sheriff's departments, police departments servicing jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subsection (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is

a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals are may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through "900" telephone service.

**28.** <u>Co-signers</u>: The Lease is granted conditional upon the Landlord's receipt of a copy of the Lease co-signed by at least one parent/cosigner of each and every Tenant specified in the Lease unless Landlord has provided Tenant or Tenants written notice waiving this requirement.

## Tenants' Initials

- **29.** Entire Agreement: The provisions of the Lease constitute the entire agreement between Landlord and Tenants concerning the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, terms, conditions, and representations, written or oral, made by either Landlord or Tenants concerning the matters covered by the Lease.
- **30.** Receipt of Lease: Each Tenant acknowledges that he or she has received and read the Lease, understands, approves, and agrees to all of its provisions.
- **31.** <u>Severability:</u> Should any provisions of the Lease prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provisions thereof, and such remaining provisions shall remain in full force and effect.
- **32.** <u>Counterparts:</u> The Lease may be executed in any number of counterparts, each of which may be deemed an original and all of which collectively shall constitute a single instrument.
- **33.** <u>Captions</u>: The captions of paragraphs of the Lease are for convenience and identification only, and shall not be deemed to limit, amplify, or define the contents of the respective sections or paragraphs to which they pertain.
- 34. No Waiver: No failure of Landlord to enforce any term of the Lease will be deemed a waiver of that term or of any other term of the Lease. The waiver of Landlord of any term of the Lease will not be deemed as a waiver of any subsequent breach of the same or any other term of the Lease, nor will any custom or practice which may develop between Landlord and Tenants be construed to waiver or lessen the right of Landlord to insist upon performance by Tenants of all provisions of the Lease, or support a claim of detrimental reliance by Tenants. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenants of any term of the Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Landlord's acceptance of a partial payment of rent will not construe a waiver of Landlord's rights to the full amount due nor will Landlord's acceptance of rent paid late ever constitute a waiver of Landlord's right to evict Tenants for habitual late payment of rent.

### 35. Other Terms & Conditions:

- a. This is a non-smoking house. Tenants are not permitted to smoke in any of the shared or common spaces, inside or outside of the property.
- b. Rent to be paid with one check only.
- c. Total deposit of \_\_\_\_\$8,000 is for the security deposit, and it cannot be used for the last month's rent.
- d. Common utility charges (if any) such as PG&E (Electric & Gas), EBMUD (Water, Sewer, etc.), and City of Berkeley (Garbage/Trash, Recycling Collection) will be shared between all units on a per head basis of all their occupants.
- e. The Lease constitutes one contract with signatures on multiple pages.
- f. Undersigned tenants agree by signing below that this Lease is in effect with or without the signature of the other tenants named below.

- g. Unfinished basement and attic area (if any) is not part of the Lease.
- h. Garage or attic spaces (if any) will not be used as sleeping spaces.
- i. Tenants understand and agree that yards are not included in this rental agreement.
- j. Pursuant to Civil Code § 1785.26, Tenants are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of the Lease.
- k. Landlord has not and will not provide any roommate matching services.
- 1. Tenants are responsible to have and to make sure that all interior and exterior areas of the Premises is maintained in a reasonably clean condition on a continuous basis, all recycling material are properly separated and placed in the City provided containers, garbage container area is maintained and used in a reasonably clean manner, and there is no complaint made against the Tenants or Tenants' guests of this property by the neighbors or others (i.e. City of Berkeley, others......)
- m. Landlord has relied upon the information provided by Tenants and their Cosigners in any Rental Application package for the Premises. Any Rental Application package or related form submitted by Tenants is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material incurable breach of the Lease and may be a just cause for eviction.
- n. The tenant will use the property for residential purposes only the property is only zoned for residential use, and it cannot be used for business or commercial purposes;
- o. The tenant will not advertise the property as being the company's business address or hold out the property to be the same;
- p. The tenant will not, and will ensure that the occupants do not, assign room numbers to bedrooms;
- q. The tenant will only place occupants in the property who intend to stay for the entire lease duration the tenant will not use any of the bedrooms for short term occupants;
- r. The tenant will take all reasonable actions to limit occupant turnover and any changes will be subject to landlord's prior written consent, which will not be unreasonably withheld;
- s. The tenant and personal guarantor agree to indemnify, hold you harmless, and pay for all attorneys' fees and costs arising out of or relating to the tenant's tenancy; and

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## **TENANTS' SIGNATURES:**

## **CO-SIGNERS' SIGNATURES:**

(3) Vedant Chauhan	DATE	<u>;</u> (3)	DATE
(4) Connor McSeveney	DATE	; (4)	DATE
(5) Andrew Archambault	DATE	<u>;</u> (5)	DATE
LANLORD'S SIGNATURE		DATE:	