

RESIDENTIAL RENTAL AGREEMENT

HOUSING PROVIDER: _____

TENANT: _____

PREMISES: _____

A: Term: _____

B: Beginning Date: _____

C: Total Monthly Rent \$ _____

D: Date Rent Due: **First Day of The Month**

E: Late Rent Charge: 5%

F: Security Deposit: _____

G. Minimum Tenancy (starting from Para B): _____

H. Utilities Provided
At Housing Provider's Expense _____

I. Appliances Provided
At Housing Provider's Expense _____

J. Parking Spaces Provided
At Housing Provider's Expense _____

K: The Premises shall ONLY be occupied by TENANT and the following named persons:

1. **PARTIES TO THIS AGREEMENT:** The use of the terms "TENANT" and "HOUSING PROVIDER" in the singular shall refer to each and every TENANT and HOUSING PROVIDER listed on this Agreement. Persons listed in Para K are individuals whom the law requires HP to allow to live in the unit. They are not TENANT, and as such these persons must vacate when the TENANT vacates, or shall be considered occupants not approved by the HP when TENANT vacates. The term "Housing Provider" also refers to the property's owner, landlord, property manager, and/or any entity or person to whom TENANT pays rent (collectively referred to as "HP" herein).

2. **PREMISES/PROPERTY:** Premises (with a capital "P") refers to TENANT's apartment unit (as identified above), and the term Property (with a capital "P") refers to the real estate parcel upon which the Premises is located. Property includes all areas which are not specifically designated for the exclusive use of TENANT, including but not limited to, lawns, walkways, lobbies, garages, parking spaces, hallways, stairways, terraces, balconies, and patios. Terraces, balconies and patios which are designated for the exclusive use of TENANT, shall be part of TENANT's Premises. Only stairways located inside TENANT's apartment unit shall be part of TENANT's Premises.

3. **RENT:** TENANT agrees to pay Total Monthly Rent in the amount shown in Section C, and in any different amount as may be lawfully established as time goes by. The rent set out in Para C is the TENANT's "Base Rent." Rent is payable in advance, on the first day of each month for that month's occupancy, whether or not the first day of the month falls on a legal holiday. HP may increase rent upon 30 days prior notice (60 days if more than 10% increase within any 12 month period). HP may impose a rent increase on TENANT during the Minimum Tenancy period if allowed by law based on TENANT's subletting to persons not named in this rental agreement. TENANT's rent and surcharges may be imposed or increased in the percentage or amount of the then allowable established by law from time to time. HP shall apply money paid by TENANT to the oldest sums due. Any written notation on TENANT's check shall be of no force or effect. HP cashing of TENANT's check shall not be considered HP's agreement with any writing on the check. Any writing on TENANT's check shall only be considered a memo from TENANT to TENANT for personal use.

TENANT must pay rent as directed by the HP from time to time, either depositing rent in Lock Box at Property, giving it directly to designated person on-site, sending it by mail, or delivering it to someplace or someone off Property. If TENANT is allowed to mail TENANT's rent check or deliver it in person, and TENANT elects to mail it, TENANT will be responsible for the mail being delivered within the 3 day period. Failure of Post Office or private delivery service to deliver rent mailed or messengered in time (i.e., within the 3 days from service) is the responsibility of TENANT, and will result in TENANT's eviction.

If HP allows TENANT to pay rent by mail, under no circumstances shall rent be mailed certified mail return receipt requested. Rent shall be paid with check or money order. Rent shall not be paid in cash, nor directly deposited into HP's bank account, nor paid by electronic funds transfer. The name, address, and telephone number of the person to whom TENANT makes rent check

payable to is:

The name, address, and telephone number of the (person) or (lock box) or (mail) to whom TENANT shall deliver the rent check to

is:

(If applicable) The person listed above will be at the above address at the days and times to receive rent payments as follows:

4. **LATE RENT CHARGE:** TENANT agrees to pay a late charge in the percent listed in Section E, of the amount of rent not received within five (5) calendar days of its due date, whether or not said 5th day falls on a holiday. This late charge does not establish a grace period; HP may serve 3 Day Notice demand for payment, if rent is not paid on its due date. HP and TENANT agree that late charge is presumed to be the damages sustained because of TENANT's late payment of rent, and that it is impracticable or extremely difficult to fix the actual damages. HP may deduct late rent charges from security deposit as incurred or at termination of tenancy, as it is considered damages to HP. Acceptance of such late charge by Lessor shall never constitute a waiver of any of TENANT's default or breach except with respect to such overdue amount actually paid, nor prevent the exercise of any of the other rights and remedies granted hereunder.
5. **SECURITY DEPOSIT:** Security as designated in Section F has been paid to secure TENANT's compliance with all of the conditions of this Agreement. (The maximum security deposit is two times the rent for unfurnished apartments and three times the rent for furnished apartments). Said deposit shall be refunded to TENANT within 21 days after the Premises have been completely vacated, reduced by any amount necessary to pay HP for: (a) any past or future rent owed hereunder; (b) late rent or NSF charges assessed; (c) cleaning costs to restore the unit to the cleanliness it was in when TENANT first occupied said unit; (d) key replacement costs; (e) costs for repair of damages to the Premises or Property above ordinary reasonable wear and tear; (f) costs to repair, restore, replace, or return personal property or appurtenances taken or damaged by TENANT; (g) costs to repair, restore, replace, or return Premises to the condition it was in prior to TENANT's alterations of it; (h) any other repair legally chargeable to TENANT under the terms of this Agreement, or the law. Under no circumstances shall TENANT apply security deposit towards last month's rent.

No interest shall be paid on the security deposit unless specifically required by law. A written accounting of said charges shall be mailed to TENANT within 21 days of move-out to the Premises, unless TENANT shall provide HP with TENANT's new mailing address. If deposits do not cover such costs and damages, the TENANT shall immediately pay said additional costs or damages to HP. During the term of tenancy, TENANT agrees to replenish said deposit upon 3 days written notice, by an amount equal to the reasonable amount deducted by HP to cover the cost of rectifying any damage or paying any expense for which TENANT is responsible. No portion of the deposit shall be deemed rent for any rental month unless HP so elects, nor shall it constitute a measure of HP's damages in the event of default.

6. **MINIMUM TENANCY:** If a minimum tenancy is indicated in Section "G" then this Agreement shall be a fixed term lease for that length of time starting on date shown in Paragraph B above, under all the terms and conditions herein. If TENANT remains in possession at the end of the term of the Minimum Tenancy, then this Agreement will continue to be binding on the parties as a month-to-month agreement under all the terms and conditions herein and as amended from time to time by HP. Notwithstanding the above, TENANT's rent may be increased during the Minimum Tenancy, regardless of the otherwise fixed term nature of the Minimum Tenancy, based upon conditions set out in Paragraph 2, above.
7. **USE OF PREMISES:** TENANT shall not violate any law, rule, or regulation while in the Premises or on the Property nor in the use of the Premises or Property, nor permit waste or nuisance, nor interfere with anyone's use of the Property nor with surrounding properties. TENANT shall not cause damage to the Premises or Property. TENANT shall not create a substantial interference with either (a) the comfort, safety, enjoyment, or use of the Property (or their premises) by the HP, HP's agents, other Tenants, other Tenants' guests; or (b) with the Property's neighbors' comfort, safety, enjoyment, or use of the neighbors' property. Tenant shall not harass or threaten anyone who is on or near the Property. Waste and nuisance shall include the non-beneficial or unreasonable use of water, through the running of water from facets within the Premise, or on the Property. Santa Monica Municipal Code Section 7.16.020 and Los Angeles Municipal Code Section 121.09 (as of January 1, 2019) are incorporated herein as part of the terms of this rental agreement.
8. **NO COMMERCIAL USE OF PREMISES:** No commercial use shall be made of any part of the Premises, or Property. TENANT shall not use any part of the Premises or Property as an office, work studio, or work area. TENANT shall not engage in any activity within the Premises or Property for which a Home Work Permit must be obtained from any governmental agency. TENANT shall not conduct any auction, estate sale, lawn sale, or garage sale of any sort, on or within the Premises or on the Property.
9. **UTILITIES:** TENANT agrees to pay for all the Premise's utilities and services, except as designated in Section H.
10. **SMOKE /CARBON MONOXIDE DETECTORS.** TENANT shall not allow smoke or carbon monoxide detectors to be disabled. Pursuant to Health and Safety Code §13113.7, TENANT shall check smoke and carbon monoxide alarms within the Premises at least monthly, and immediately report any malfunction to HP. HP shall have the right to enter TENANT's unit for purposes of inspecting detectors, as well.
11. **PETS/FURNISHINGS/BICYCLES/PROHIBITED ITEMS:** None of the following shall be kept in the Premises or on the Property at any time: (a) liquid-filled furniture including waterbeds, unless permitted by Civil Code Section 1940.5; (b) receptacles containing more than 10 gallons of liquid; (c) highly combustible materials, or any other items which may cause a hazard, or which may negatively affect insurance rates; (d) item(s) of unusual weight or dimension; (e) treadmills; (f) amplified musical instruments; (g) dishwasher, clothes washer or dryer, or air conditioner; (h) barbecues; (i) animal, fowl, fish, reptile, dog, cat, or pet of any kind; and/or (j) flammable candles (as opposed to battery operated candles, which are allowed). No motor bikes shall be allowed inside the Premises; nor on the Property except in the designated area provided for TENANT. No personal property (including but not limited to, bicycles, motor bikes, plants, lawn furniture, signs, garbage, articles of clothing) shall be allowed on any terrace, patio, balcony, stairway, hallway (even if part of TENANT's Premises), or on any part of the Property outside of TENANT's Premises. TENANT may not ride bicycles, skateboards, scooters, or rollerblades while on the Property.

In the event laws allow (or permission is granted to) TENANT to have any items prohibited by this Agreement, TENANT agrees to carry insurance deemed reasonable by HP of a type and in an amount to cover possible losses caused by said items. Furthermore, in the event that TENANT is allowed to keep a dog, the dog shall always be kept on a leash when outside of TENANT's Premises, while on the Property.

In the event TENANT is allowed to obtain a comfort animal based upon TENANT's disability, TENANT agrees that said dog shall not be a pit bull nor a mixture containing a pit bull breed. Other types of dog breeds are also excluded if contained if House Rules attached hereto. Said comfort animal shall be limited to dog, cat, or bird (contained in a cage); and no non-traditionally domesticated animal shall be allowed, such as snakes, spiders, pigs, miniature horses, etc.

12. PARKING: If TENANT is assigned a parking space on the Property (as designated by this or separate agreement), the parking space shall be used exclusively for parking of passenger automobiles. Said space shall not be used at any time for the washing, painting, servicing, or repairing of vehicles. No other parking space shall be used by TENANT or TENANT's guests. TENANT is responsible for the immediate cleaning of oil leaks and other vehicle discharges coming from vehicles parked in TENANT's space, and continued discharges are a violation of this Agreement. All automobiles parked by TENANT shall be operable, properly registered and currently licensed with the State of California.

13. NOISE: TENANT shall not cause or allow any unreasonably loud noise in the Premises or on the Property.

14. DESTRUCTION OF PREMISES: If the Premises become totally or substantially destroyed during the term of this Agreement, or any extension thereof, to the extent provided for in California Civil Code Section 1933(4), then the tenancy is automatically terminated without notice from either party, and without financial obligation, and whether or not this Agreement has a remaining unexpired term.

15. CONDITIONS OF PREMISES: TENANT acknowledges that TENANT has examined the Premises and that said Premises are in good, clean and sanitary order, unless noted to the contrary on HP's copy of this Agreement. TENANT agrees to keep the Premises in good, clean, and sanitary order at all times. TENANT has a duty to immediately inform HP when smoke and carbon monoxide alarms are not operational, and when the Premises need repair. TENANT shall immediately notify HP in writing of any water leak, or the existence of any mold, insects, or pests within the Premises.

TENANT agrees to immediately pay for costs to repair, restore, replace, or return: (a) HP's personal property or appurtenances; or (b) any portion of the Premises or Property, damaged or altered by either TENANT, TENANT's guests, anyone mentioned in Paragraph K, or anyone residing at the Premises with TENANT.

To assist TENANT in maintaining the Premises in good condition, HP agrees to provide its services to routinely inspect the Premises in order to: (a) make those needed repairs which are HP's obligation; and (b) advise TENANT of any TENANT violation in maintenance so that said repairs can be made before they become major and more expensive to repair. HP's inspection services shall supplement (but not reduce) TENANT's responsibilities under this rental agreement. HP shall enter upon 24 hours notice to provide these routine services from time to time. To the extent that there are any conditions in the Premises needing repair when HP enters for its routine inspection, TENANT shall be relieved of his/her obligation to report that condition to HP. HP's routine inspection services shall be in addition to HP's inspections under Civil Code 1954 and Health and Safety Code Section 13113.7. The cost of HP's routine inspection services are included in the rent.

At the termination of this Agreement, the Premises shall be returned to HP in clean and good condition except for reasonable wear and tear; and the Premises shall be free of all trash and all personal property not belonging to HP. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures or any other part of the Premises, do not constitute reasonable wear and tear. Any personal property left behind by TENANT after TENANT vacates may be thrown away by HP without liability.

All TENANT's requests for repairs shall be in writing and shall be delivered to HP. TENANT is prohibited from making any repairs to the Premises, and all repairs shall be made by HP. Any repairs made by TENANT shall be a breach of this Agreement, and shall be the financial responsibility of TENANT.

16. ALTERATIONS: TENANT shall not alter the Premises or Property in any way. Alteration includes among other things: (a) painting, wallpapering, refinishing wood floors, installing carpeting, or re-carpeting, or removing carpeting; (b) changing or installing (i) locks, a lockbox, or combination lock, (ii) mechanical equipment, or (iii) any exterior antenna, or (iv) nails or screws longer than two inches; (c) connecting any apparatus, machinery or device to electric wires, or to water pipes, or to facets, or to other pipes of the building (this includes as outlawed the use of portable dishwashers or clothes washers); and/or (d) placing signs, displays, or other exhibits on or in any portion of the Premises which would be visible from outside the Premises.

Upon 24 hours notice, TENANT shall lend HP the keys to the Premises so that HP can have a duplicate made for the HP's use.

HP may deduct expenses incurred in restoring Premises or Property to its pre-altered condition, from TENANT's security deposit and thereafter demand that TENANT pay an amount equal to the amount deducted so as to restore the security deposit to its original amount. In the alternative, HP may pay for said work to be done and then demand that TENANT reimburse HP. If TENANT fails to either pay HP the expenses demanded, or to restore the Security Deposit to its initial amount, said failure shall be considered a breach of this Agreement, and upon proper notice from HP, shall result in TENANT's eviction.

Should the law require that HP allow alterations for the reasonable accommodations of TENANT, they shall be made at the sole cost and expense of TENANT, and shall be TENANT's personal property. On termination of this Agreement HP may remove any and all alterations made for or by TENANT and TENANT shall pay for the reasonable cost of: (a) removal; (b) repairing all damage to said Premises (and Property) caused by their removal; and (c) returning said Premises (and Property) to its original condition.

17. MAINTENANCE: TENANT shall deposit all garbage in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the trash container area neat and clean. TENANT shall be responsible for keeping out of the kitchen sink bones, toothpicks, match sticks, celery, grease, metal vegetable ties, and any items that may tend to cause stoppage of the sink and garbage disposal. TENANT shall pay for the cleaning and/or clearing of any plumbing fixtures or water pipes, necessitated by misuse or non-maintenance. TENANT shall keep the Premises in a clean and sanitary condition, and shall not store or accumulate excessive amounts of personal property within the Premises. Pursuant to Health and Safety Code §13113.7, TENANT shall check smoke and carbon monoxide alarms within the Premises monthly, and immediately report any malfunction to HP.

18. **BUILDING RULES:** HP shall publish building rules from time to time, which rules shall become part of this rental Agreement and incorporated herein after 30 days written notice to TENANT. HP shall not be liable to TENANT for any other person's violation of such rules, or any other person's breach of their own rental agreement.

Attached hereto as Exhibit "B" are a copy of the existing rules and regulations.

19. **NOTICE OF TERMINATION/CHANGE OF TERMS:** Except as prohibited by law or other provisions of this Agreement, TENANT's tenancy may be terminated by HP or TENANT upon serving written notice of termination of tenancy on the other party. Thereafter, TENANT shall not be entitled to possession and must vacate the Premises pursuant to Civil Code 1161(5) or laws. Said notice must be given with at least the minimum time period legally required for notice of termination, but in no case less than 30 days. If TENANT does not intend to remain in possession after the expiration of a fixed term lease, TENANT must still give HP a minimum of 30 days advanced notice prior to the date TENANT intends to vacate. Any holding over after Notice of Termination is given shall result in TENANT being liable to HP for damages at the fair market rental value of the Premises. Except for the paragraphs number 19, 47, 48, 49, 50, 51, 52, & 63 (hereinafter referred to as "Non-Changeable Paragraphs") the HP has the right to change the terms of this rental Agreement upon 30 days prior written notice to TENANT. However, no such change shall be effective until after the expiration of any fixed term of this Agreement as specified in Paragraphs "A" "G" or "6" above. TENANT's remaining in possession 30 days after any such written notice of change, shall act as the TENANT's acceptance of said change(s) to this rental Agreement.

As to the paragraphs HP does NOT have the right to change, they shall be binding on both parties throughout the term of the TENANT's occupancy, and in any dispute arising between the parties even after Tenant vacates. While state law allows the HP to change the terms of a month to month rental agreement upon 30 days advanced notice, HP hereby declares that HP is estopped from exercising such right as to the Non-Changeable Paragraphs. TENANT does not have the right to change any provision of this rental Agreement once TENANT and HP have signed it. This paragraph does not limit in any way HP's right to terminate TENANT's tenancy pursuant to violations by TENANT of law or this Agreement, pursuant to any lawful notice.

20. **POSSESSION:** TENANT or HP may immediately cancel and terminate this Agreement, if HP is unwilling or unable to deliver possession of the Premises to TENANT on the agreed start date because of: (a) the loss or destruction of the Premises; (b) failure of the prior tenant to vacate; or (c) for any other reason. If terminated, neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, the rent payable under this Agreement shall be pro-rated based on the date of actual possession, and shall thereafter be due on the first day of each month.

21. **INSURANCE/WAIVER OF LOSS:** TENANT agrees to obtain TENANT's own insurance to cover all costs of TENANT's temporary relocation necessitated by damage to TENANT's Unit caused by plumbing leaks, fire, theft, rain, acts of God, acts of others, and/or any other causes, including HP's fault. These costs include but not limited to: (a) Tenant temporary or permanent relocation fees as imposed by law; (b) losses to TENANT's personal property; and (c) TENANT's loss of use of Premises. TENANT shall add HP as an additional insured to TENANT's policy. TENANT agrees that HP shall not be held liable for such costs and losses, to the extent covered by TENANT's insurance. TENANT's obtaining said insurance is a material condition of this Agreement.

If TENANT fails to obtain insurance or allows insurance to lapse and if it is determined that HP should pay or reimburse TENANT for any costs or losses, TENANT releases HP from liability for the amount of any costs or losses suffered which would have been paid by TENANT's insurance if TENANT had obtained or renewed it. TENANT agrees to indemnify HP for any losses HP incurs because of TENANT does not have insurance coverage in place.

TENANT has the option of signing a HP provided application and authorizing HP to submit it to the insurance company, if provided by HP. In the event that TENANT fails to pay for obtaining or renewing a policy, HP can (but is not obligated to) pay for the policy and deduct the payments from TENANT's security deposit as damages.

22. **RIGHT OF ENTRY/INSPECTION:** HP (or HP's agents, brokers, repair persons, or contractors, hereinafter collectively referred to as "HP") by themselves or with others, may enter TENANT's Premises for any lawful purpose including but not limited to: (a) inspecting for needed repairs; (b) making repairs, alterations, or improvements; (c) to supply necessary or agreed services; (d) to inspect smoke alarms; and (e) to show the Premises to prospective or actual lenders, purchasers, tenants, repair persons, or contractors. HP shall give TENANT 24 hours advance notice and shall enter during normal business hours. However, in the case of emergency, HP shall be allowed to enter at any time without prior notice. The 24 hour written notice shall be deemed served when posted on TENANT's front door. Pursuant to Health and Safety Code Section 13113.7, HP may enter TENANT's premises to inspect smoke alarms.

23. **NO ASSIGNMENT/SUBLETTING/GUESTS:** The Premises shall not be occupied by any person other than those persons designated as "TENANT" or included in Section K. Those included in Section K are not tenants or parties to this Agreement, and may not remain in possession after TENANT vacates. TENANT shall not assign, encumber, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in said Premises. TENANT shall not assign or sublet the Premises or any part thereof. Payment of rent or other consideration by subtenant is not a defense to illegal subletting, and shall not create a lawful subtenancy, or create a tenancy with HP. In addition, TENANT shall not take in or allow occupancy by any person whether that person is deemed a boarder, lodger, roommate or guest; and furthermore said occupancy shall be deemed an illegal subtenancy. It shall also be considered an illegal subtenancy if TENANT allows guests to share TENANT's premises (whether TENANT remains in the premises with guest during guest's stay or not) for any periods of time. This paragraph includes (but is not limited to) situations where TENANT makes a sharing agreement via websites such as AirBnb, HomeAway, or in other ways.

24. **INCREASE IN RENT UPON SUBLETTING:** In the event the Premises is assigned or sublet by TENANT, and TENANT does not give up possession, then the rent for the premises shall be increased by twenty (20%) without further notice from HP. This paragraph is pursuant to Civil Code Section 1954.53 (d)(1). HP shall elect the option of either collecting the increased rent or enforcing the No Assignment/Subletting clause of this Agreement. If HP elects to enforce the No Assignment/Subletting/Guests pro-

visions, but the court or arbitrator rules that HP is not entitled to enforce the provisions for any reason, then TENANT agrees to pay the 20% increased rent from the time that the assignment/subletting first occurred.

In the event the Premises is assigned or sublet by TENANT, and TENANT no longer permanently resides there, then the rent for the premises shall be increased by any amount desired by HP upon proper written notice from HP. This paragraph is pursuant to Civil Code Section 1954.53 (d)(2). HP shall elect the option of either collecting the increased rent or enforcing the No Assignment/Subletting clause of this Agreement.

25. RENT PAYMENT BY NON-TENANT: If HP accepts rent from any person not a TENANT (including those named in Section K), whether or not the person occupies the Premises, said acceptance: (a) shall not constitute a waiver of the No Assignment/Subletting/Guests paragraph provisions or a modification of Section K; (b) shall not be used to establish said person's right to possession of the Premises; and (c) shall be interpreted only as an accommodation to TENANT. Furthermore, HP shall only accept rent from 3rd parties who intend to pay TENANT's rent if said 3rd Parties qualify under Civil Code Section 1947.3 (AB 2219 passed in year 2018)). To that extent, each time said 3rd Party pays TENANT's rent, said 3rd Party shall enclosed with the rent payment an original signed statement reciting the following:

"I/we, [insert name of third party], state as follows:

I/we am are not currently a tenant of the premises located at [insert address of premises] and have no intention of becoming a tenant at said premises.

I/we acknowledge that acceptance of the rent payment I/we am/are offering for the premises does not create a new tenancy with me/us.

I/ We acknowledge that I/we are not in contractual privity with Housing Provider, but are only making this rental payment for TENANT, as a gift to TENANT. As such, I/we have no right to demand any services from HP, or to inspect the Premises, or to require any services or information from HP, either on our behalf or on behalf of TENANT. I / We are not in any contractual relationship with HP.

(signature of third party) (date) _____

26. NO WAIVER: HP's acceptance of rent with knowledge of any default by TENANT of any breach of any term or condition of this Agreement shall not constitute a waiver of that breach, nor of any subsequent breaches. HP's failure to require compliance with the terms of this Agreement or to exercise any right granted by this Agreement shall not be construed as a waiver by HP of said term, condition, or right; and shall not affect the validity or enforceability of any provision of this Agreement. TENANT agrees that Civil Code Section 1954.53(d)(4) requires TENANT to send HP a written notice informing HP that TENANT has sublet or assigned TENANT's interest, before any potential waiver of the No Assignment/Subletting/Guest paragraph could be imposed upon HP. TENANT agrees that said notice shall not be effective unless sent by certified mail return receipt requested.

27. RESPONSIBILITY/INDEMNIFICATION: The undersigned TENANT is/are jointly and severally liable for all obligations under this Agreement and shall indemnify HP from any liability caused by TENANT or any person in, on or about said Property with the permission of TENANT. In addition, TENANT shall indemnify and hold HP free and harmless from any liability (except for attorney's fees HP incurs which are excluded from this indemnification) arising by reason of the death or injury of any person or damage to any property caused by (a) some act or omission of TENANT or any person in, on or about said Premises with the permission of TENANT; or (b) any matter directly connected with TENANT's occupation and use of said Premises; or (c) TENANT failure to have insurance coverage in place.

28. NOTICES: All notices to TENANT shall be served at the Premises. All notices to HP shall be served at the address set forth in this Agreement. Said notices shall be deemed duly served and given when either: (a) delivered to the party in person, or (b) posted on front door of TENANT's Premises or HP's address set forth in this Agreement, and mailed to that party's same address postage pre-paid by regular mail. However, any notice from TENANT notifying HP of TENANT's assignment or sub-rental shall be sent Certified Mail Return Receipt Requested, postage pre-paid, as well as regular mail. Any notice of rent increase shall be mailed to Premises. The post mark on the envelope containing the rent increase shall be considered part of the rent increase notice. Finally, any notice sent by mail alone shall not be effective unless and until actually delivered to the Party's address, but this sentence shall not apply to any notice to HP of TENANT's assignment or sub-rental.

29. 3 DAY NOTICE: In the event a 3 Day Notice to Pay Rent or Quit is served upon a TENANT, TENANT shall pay the rent demanded with a money order or cashier's check if required by said notice; and shall deliver the payment within the prescribed time period in the manner and to the address indicated in the 3 Day Notice. If TENANT is allowed to mail the rent check or deliver it in person, and TENANT elects to send by mail or private commercial delivery, TENANT will be responsible for the check being delivered within the 3 day period. Failure of U.S. Post Office or private carrier to deliver the rent within the 3 day period is the responsibility of TENANT, and will result in TENANT's eviction.

30. NSF CHECK CHARGE/FUTURE RENTAL PAYMENT: In the event TENANT's check is returned to HP as "non-sufficient funds" or otherwise unpaid, TENANT agrees to pay an additional twenty-five dollars (\$25.00) as a reasonable approximation of HP's costs in handling the returned check, and \$35.00 for each subsequent NSF check written thereafter. The parties agree that the charge is presumed to be the damages sustained because the check was returned, and that it is impracticable or extremely difficult to fix the actual damages. If a check is returned NSF, TENANT shall be required to pay the next three month's rent in cashier's check or money order. This paragraph does not waive or restrict HP's right to evict TENANT for any lawful reason, for instance if the NSF check was delivered after service of a 3 day notice to pay rent or quit.

31. NO WAIVER DURING LITIGATION: In the event that HP accepts rent from TENANT while HP and TENANT are involved in litigation or arbitration based on a 3 Day Notice, acceptance of said rent by HP shall not be considered a waiver by HP of the default upon which the an alleged TENANT's breach was based. Rather said rent payment shall be received by HP in trust and shall be subject to the jurisdiction of the court or arbitrator wherein said matter is pending. HP shall be allowed to continue the

litigation or arbitration and commingle said rent payment funds with HP's regular funds as long as HP keeps an accurate accounting of money received from TENANT during said litigation or arbitration.

32. **NO SMOKING IN PREMISES NOR ON PROPERTY:** No smoking or vaping is allowed, by anyone on the Property, or within 25 feet of the Property, or within TENANT's Premises. It shall be a material breach of this Agreement if TENANT, TENANT's guests, anyone mentioned in Paragraph K above, or anyone residing at the Premises with TENANT, smokes or vapes in violation of this paragraph. HP declares smoking anywhere on the Property, including within TENANT's Premises a public nuisance. Smoking includes any legal or non-legal substance. This prohibition includes marijuana whether or not obtained with a prescription and whether or not legal under State or Federal laws. However, HP shall not be liable to TENANT for damages if TENANT is harmed by other tenant or person smoking on the Property.

33. **NO ILLEGAL DRUGS ON PREMISES:** Possession of any illegal drug, either within TENANT's Premises or on TENANT's possession while TENANT is anywhere on the Property, shall be grounds for immediate eviction. TENANT and HP agree that such violation is a non-curable violation of this Agreement, and that a breach of this prohibition is a "material" breach of this Agreement.

34. **DRUGS AND OTHER ILLEGAL ACTIVITY.** It shall be a non-curable breach of this Agreement (and thus cause for immediate eviction) for TENANT, or anyone mentioned in Paragraph K of this Agreement, or anyone who resides with TENANT at the Premises, to do any of the following: (a) to have in their possession, or be under the influence of, any illegal drug while in or near the Premises, or on the Property, or within the City; or, (b) to engage in any drug-related or other criminal activity while in or near the Premises, or on the Property, or within the City.

Furthermore, it shall be a non-curable breach of this Agreement (and thus cause for immediate eviction) for any guest of TENANT while in the Premises or on the Property, or within the City, to engage in any (a) illegal drug-related activity; or (b) other criminal activity. TENANT understands that TENANT is strictly liable for the conduct of guests and others mentioned in this paragraph, and TENANT will be evicted even if TENANT did not know, could not foresee, or could not control the behavior by the others mentioned in this paragraph.

35. **VIDEO CAMERAS.** In the event that HP installs video cameras at the Premises (even if TENANT is given access to said video system) it is solely for HP's use, and shall not be considered by TENANT as a security device. Said video cameras do not create a security building, or safety device. TENANT agrees not to rely upon said video installation or use it for TENANT's protection.

36. **FUMIGATION:** If HP wishes to fumigate the Premises, TENANT agrees to temporarily vacate the Premises for the time period reasonably necessary to complete the fumigation. HP will give TENANT at least seven (7) days prior written notice to vacate. TENANT shall comply with instructions of the fumigation company as to packaging food, clothes, plants, and personal belongings.

37. **LOCKING OF ENTRANCE DOORS:** HP reserves the right to close and keep locked all entrance and exit doors of the building or the Property during such hours as HP may deem it advisable for adequate protection. It shall be a material breach of this Agreement for any TENANT to prop open any entrance or exit door or fire door.

38. **ESTOPPEL CERTIFICATE:** Within ten (10) days after written request is mailed to TENANT, TENANT agrees to execute and deliver to HP an estoppel certificate on the form submitted by HP: (a) acknowledging whether this Agreement has been modified and if so, stating all the modifications; (b) stating the amount of the current rent TENANT is paying and the amount TENANT has paid as prepaid rent and security deposit; (c) stating whether or not TENANT is then aware of any violation of law in the operation of the building, or has any claim against HP; and (d) stating requests for any other information relevant to TENANT's occupancy of the Premises.

39. **APPLICATION MISREPRESENTATION:** TENANT's rental application dated _____ and attached hereto, is hereby incorporated into this Agreement. Any material misrepresentation or omission made by TENANT in the application will constitute a material non-curable breach of this Agreement.

40. **REFERENCES:** TENANT will not request, nor will HP give, any written or oral reference to anyone concerning TENANT or TENANT'S status at the Property. TENANT hereby waives any right that may exist to request HP to give such a reference. In the event anyone requests a reference of TENANT from HP, HP has the right to ignore said request altogether, or to respond to the requesting party that HP's business practice is not to give references.

41. **PRE-TERMINATION INSPECTION DISCLOSURE:** TENANT is entitled to a pre-termination inspection by HP, as detailed in Civil Code 1950.5. A detailed explanation of inspection and deductions is attached to this Agreement and is made a part hereof. TENANT agrees that this attachment is the notice required by Civil Code 1950.5(f).

42. **ADDITIONAL TERMS AND CONDITIONS:** The following paragraphs constitute further terms and conditions of this Agreement as Paragraph _____, _____, _____, _____.

43. **EXTERIOR FIRE ESCAPES AND ROOFS:** TENANT, their guests, anyone mentioned in Paragraph K above, or anyone residing at the Premises with TENANT, are prohibited from going on the roof of any building on the Property, or out onto the exterior fire escapes at any time for any purpose, except in the case of an emergency. The roofs and fire escapes are not accessible to TENANT and are not to be used except for escaping from the building in time of fire or other disaster. Walking, sitting, or using the roof or fire escapes for any other purpose (even the placement of flower pots) shall constitute a nuisance and a non-curable breach of this Agreement and shall subject the TENANT to an immediate eviction.

44. **BED BUGS.** Civil Code § 1954.603 Notice To Tenant.

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

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

Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bed bug infestation are as follows: (a) Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls; (b) Molted bed bug skins, white, sticky eggs, or empty eggshells; (c) Very heavily infested areas may have a characteristically sweet odor; (d) Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

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

The procedure to report suspected infestations to the landlord is as follows: Upon notice of bedbugs, within 1 hour of first notice call HP to report sighting. Then within 2 hours of first notice send written notice by email, fax, text, or letter to HP at address stated in this Agreement.

45. PESTS/FINANCIAL RESPONSIBILITY. HP and TENANT wish to relieve each other of all contractual and tort liability arising out of the presence of any insect within the unit, except as otherwise set forth in this paragraph. HP and TENANT agree that the presence of various insects, including but not limited to termites, ants, spiders, bedbugs, can be occasioned through the fault of either party or of neither party. If there is any insect within TENANT's unit it shall be the sole financial responsibility of HP to eradicate the infestation. TENANT shall cooperate with all reasonable preparations to assist the pest control company to perform its duties. Further TENANT shall pay for all reasonable costs TENANT incurs in the cleaning, packaging, moving, or storage of TENANT's personal property (whether or not done at the direction of HP or the pest control company). If TENANT incurs any costs for activity which HP does not direct TENANT to do, it shall be at TENANT's sole responsibility. Neither HP nor TENANT shall be allowed to collect damages from the other party for any financial loss, emotional distress and / or personal injury arising out of the existence of insects, except for costs provided for herein. If TENANT must temporarily vacate TENANT's apartment at the direction of pest control company, HP shall be responsible for the payment of TENANT's reasonable temporary relocation costs in the amount established by law, if applicable. TENANT shall continue to pay rent for TENANT's Premises, even for the days that TENANT is temporarily out of possession.

Notwithstanding the above, Tenant shall be solely responsible for all costs associated with the eradication of bedbugs (as well as all related costs of cleaning, packing, and moving Tenant's belonging, and TENANT's temporary relocation costs) in the event that bedbugs are brought onto the Property (or into the Premises) by Tenant on clothing, furniture, or other personal items, that tenant has purchased at a used goods store, swap meet, garage sale, or house sale; or found on the street; or was gifted by 3rd party. Tenant is advised not to purchase any second hand goods, but if purchased, to inspect them closely and to heat treat all items before bringing them onto the Property or into the Premises.

Disclosure Civil Code §1940.8: TENANT has received Civil Code Section 1940.8 notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed by the HP with said company.

46. ELECTRIC VEHICLE CHARGING STATION. If TENANT has a parking space allotted for the TENANT's use as provided for as part of this Agreement, and if Civil Code 1947.6 requires HP to provide TENANT with an electric charging station, then TENANT may require HP to install an electric vehicle charging station. Said installation, maintenance, and removal shall be at TENANT's sole cost. Installation and continued use shall be conditioned upon: (a) TENANT's compliance with all the requirements of Civil Code 1947.6; (b) TENANT signing a Separate Agreement for the charging station; and (c) TENANT abiding to all the terms thereof.

47. MOLD/FINANCIAL RESPONSIBILITY. HP and TENANT wish to relieve each other of contractual and tort liability arising out of the presence of mold, except as otherwise set forth in this paragraph. Both parties agree that it is not reasonably possible to obtain insurance coverage for HP's or TENANT's injuries based on mold related occurrences.

HP and TENANT understand and agree that the presence of mold can be occasioned through the fault of either party or of neither party. For instance any leak which tenant causes, or knows about or should know about but fails to immediately report to HP could produce mold and cause substantial damage to the property and require the payment of a large amount of money for remediation.

HP warrants that HP is unaware of the presence of any mold in TENANT's unit as of the date of TENANT's occupancy. If mold appears, HP shall be required to immediately eradicate it upon notice. However, TENANT shall be responsible for damages caused by TENANT, or TENANT's failure to report mold upon initial detection.

TENANT hereby waives and relinquishes any claim against HP for contractual and/or tort damages (including but not limited to, personal injury and emotional distress), which arises due to the presence of mold; but said waiver is only for the time period prior to HP having actual notice of the mold. Thus TENANT understands and agrees that HP shall have no liability to TENANT for TENANT's injuries incurred by the presence of mold occurring during the time HP has no actual knowledge of said mold.

HP may inspect TENANT's apartment from time to time to determine if any mold condition exist. TENANT shall immediately notify HP in writing if TENANT discovers the existence of any mold or water leak.

Nothing in this paragraph obligates HP to pay TENANT for any damages incurred after HP becomes aware of mold in TENANT's Premises, unless HP is proven to be lawfully responsible for TENANT's damages.

48. BREACH OF CONTRACT DAMAGES. The contractual damages that can be awarded against a breaching party shall be limited to three times (3 times) the initial monthly rent established by this Agreement. This paragraph shall not be a limitation on tort damages suffered by either party.

49. **REQUIRED SMALL CLAIMS FILING / WAIVER OF ATTORNEY'S FEES.** In any dispute between the parties, where the amount claimed is below the jurisdictional limit of the small claims court, the parties shall be required to litigate their claim in the small claims court. Both parties shall cooperate with one another so that the matter can be heard quickly, including arranging for service of complaint. If either party litigates a claim in superior court and receives a judgment (excluding attorney's fees awarded) in an amount less than the jurisdictional limit of the small claims court, then that party shall not be entitled to receive any court costs or attorney's fees under any circumstance; even if : (a) said fees are required to be awarded by statute notwithstanding the fact that said fees have been waived under this Agreement; and (b) that party is the prevailing party.

This paragraph shall not be interpreted as : (1) entitling either party to an award of attorney's fees under any circumstance; nor (2) relieving either party of their obligations to arbitrate their claims under the terms of a separate arbitration agreement if one exists between the parties.

50. **WAIVER OF PUNITIVE DAMAGES.** *(This paragraph is applicable only if initialed below by the parties).* It is recognized that neither the TENANT'S nor the HP'S insurance company pays for an award of punitive damages. Thus it is not possible for either party to insure against such a loss. Both parties feel it is in their best interest to mutually waive the right to collect punitive damages against the other and hereby elect to do so. Therefore, it is agreed that neither a judge, jury, nor arbitrator shall have the power or authority to award punitive or exemplary damages against either party. In the event that for any reason this mutual total waiver of punitive damages is not upheld, then both parties agree that there should be a reasonable limit on the amount of punitive damages that either party shall recover against the other. Such limit shall be two (2) times the amount of actual damages awarded.

BY INITIALING IMMEDIATELY BELOW, WE WISH TO INCORPORATE THIS "WAIVER OF PUNITIVE DAMAGES" CLAUSE INTO OUR AGREEMENT.

TENANT

HOUSING PROVIDER

51. **MEDIATION.** The following matters are excluded from mediation hereunder: Any lawsuit which is filed as a Limited Civil case (i.e., as set forth in Code of Civil Procedure Section 86).

The parties agree to mediate all disputes they have with each other (including all factual, legal, and equitable issues) which arise between them: (a) under this Agreement; or (b) based on TENANT's tenancy at the Premises and/ or Property; or (c) out of their landlord-tenant relationship. Said mediation shall be conducted at ADR, Services Inc., Century City (under the rules established by that organization for the conduct of their mediations). Said mediation shall be conducted before resorting to arbitration, or to court action (if there is no separate arbitration agreement between the parties). Mediation fees, if any, shall be divided equally among the parties involved in the mediation.

A "refusing party" shall be considered: (a) any party commencing an arbitration or court action without first attempting to resolve the matter through mediation by sending the other party a demand for mediation; or (b) a party who prior to the commencement of an arbitration or court action has refused a written request by the other party to mediate.

A "refusing party" shall not be entitled to recover its attorney's fees, arbitration fees, or court costs under any circumstance; even if : (a) said fees are required to be awarded by statute notwithstanding the fact that said fees have been waived under the other paragraphs of this Agreement; and/or (b) the refusing party is the prevailing party in such arbitration or court action.

No party can be required to attend a mediation however; the loss of costs and fees is the sole remedy available for this paragraph's breach.

52. **NO ATTORNEY'S FEES.** There shall be no attorney's fees awarded in any litigation (if an arbitration Agreement exists it shall control, but only if the matter is arbitrated) including, but not limited to any matter arising out this Agreement or any matter arising out of the occupancy of the Premises by TENANT. This prohibition is meant to incorporate the American Rule of law dealing with the award of attorney's fees, and in addition, to act as a waiver of any attorney's fees which could be awarded by statute to either party. Both sides agree that to the full extent legally possible they irrevocably waive and shall never request the award of attorney's fees against the other, either under any statute which provides for the award of attorney's fees, for for any other reason.

If attorney's fees are required to be awarded by statute (even though otherwise waived by the parties in this Agreement), then both parties (a) waive the right to seek attorney's fees in excess of \$5,000; (b) both parties agree that the attorney's fees awarded shall not exceed \$5,000; and (c) both parties agree not to request more than \$5,000 in attorney's fees.

53. **REQUIRED DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

54. **LEAD DISCLOSURE:** Many homes and apartments built before 1978 may have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious hazards if not taken care of properly. The law requires that TENANT receive certain information before renting pre-1978 housing. By signing this Agreement, TENANT acknowledges that HP has provided TENANT with such information, including but not limited to the EPA booklet entitled "Protect Your Family From Lead In Your Home" and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed _____.
(See also the one page disclosure form attached here to and made a part hereof).

55. **DISCLOSURES OF OWNERSHIP INFORMATION:** The name, addresses, and telephone number of the owner or the person authorized to accept service of process for the owner is _____.

56. **MANAGER:** The name, address, and telephone number of the manager and/or the person who can accept notices and demands for the HP is _____.

57. **ATTORNEY'S ADVICE:** Each of the parties acknowledges either: (a) that the terms of this Agreement have been explained to them by their respective attorney and that they execute this Agreement in reliance upon advice of their respective attorney; or (b) that they have been given the opportunity to consult an attorney and have decided not to do so; and (c) warrant that they will not at a later time attempt to set this Agreement (or any part of it) aside because they were either not represented by an attorney, nor properly represented by an attorney.
58. **NEGOTIATION:** HP is willing to negotiate the modification, change, or deletion of any part of this Agreement, in conjunction with the setting of the amount of rent for the Premises. All negotiations which result in Agreement must be completed and reduced to writing hereon, prior to the signing of this Agreement. HP is willing to consider any request by TENANT and TENANT is welcomed to request any modifications with HP.
59. **EDITING OF THIS AGREEMENT.** This Agreement's paragraphs which have lines for TENANT and HP's initials are not part of this Agreement unless they are initialed by both parties. Any paragraphs (or parts thereof) of this Agreement which have been lined out by the parties are not part of this Agreement. Said lined out paragraphs (or parts thereof) shall not be read for any purpose, including but not limited to, interpreting the meaning of the rest of the Agreement.
60. **AMENDMENT OF THIS AGREEMENT:** This Agreement may not be amended during its Minimum Tenancy (if established in paragraph "A" and "G"). Thereafter this Agreement may be amended only by HP or HP's designated agent or attorney, pursuant to Civil Code 827, upon written notice to TENANT and subject to the limitations of Paragraph 19. TENANT may not amend any this Agreement after it has been signed by Tenant and HP.
61. **NATURE OF THIS AGREEMENT:** Each term herein is material and reasonable, the performance of which binds both TENANT and HP; and which constitute conditions on TENANT's right to possession of the Premises. The failure by TENANT to comply with any term herein shall constitute a default hereunder, entitling HP to terminate TENANT's right to possession of the Premises and declare a forfeiture of this Agreement. The identification within this Agreement of a specific violation as "material" or "non-curable" does not indicate that the all of the other terms and conditions of this Agreement are "curable" or "non-material" but only that the specific violation is emphasized due to its heightened importance.
62. **USE OF TERMS, NO WAIVER.** The references within this Agreement to a "judge" "court" or "jury" as the alternative decision maker instead of "arbitrator" does not mean that any dispute which would otherwise be decided by an arbitrator pursuant to the terms of a separate arbitration agreement, can instead be decided by a judge, court, or jury. Rather, if an arbitration agreement exists between the parties, said arbitration agreement shall control resolution of disputes.
63. **ENTIRE AGREEMENT:** This Agreement is an integrated contract. This paragraph is an integration clause. The purpose of an integration clause is to prevent the parties from claiming later on that this does not reflect their true and complete understanding of their rental agreement. This Agreement is the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party **prior to** the time of its signing. Any such **prior** oral or written agreements either have been already incorporated into this Agreement, or have been rescinded and are of no force or effect. No such **prior** oral or written agreements, if any, shall be enforceable or used to interpret, modify, or supersede this Agreement. If TENANT believes there are additional understandings or agreements not set forth in this Agreement TENANT shall write them in the following lines on HP's copy of this Agreement, or these understandings or agreements shall not be enforceable:

Any additional written agreement signed by both parties at the time of signing of this Agreement, or at a later time shall also be binding on the parties, and shall be read to harmonize with the terms of this agreement. For example, if the parties sign an arbitration agreement, that agreement will be read in conjunction with this agreement, and will have full force and effect.

HP and TENANT, by signing below, acknowledge having read this Agreement before execution, and further acknowledge having received a copy of it. This Agreement cannot be amended by any alleged oral agreement. This Agreement is not binding on either party until signed by HP and TENANT.

64. **PARTIAL INVALIDITY:** If any paragraph (or part of a paragraph) of this Agreement shall be found by a court or arbitrator to be legally invalid, only that part shall be severed to the extent that it is invalid; but this invalidity shall not affect the validity or enforceability of any other paragraph (or part of a paragraph) of this Agreement.

65. **NO 3RD PARTY BENEFICIARY.** TENANT is not a third-party beneficiary of any rental agreement between HP and any other Tenant at the Property.

Date: _____

Date: _____

HOUSING PROVIDER

TENANT

AUTHORIZED AGENT.

TENANT

TENANT

Tenant's Notice of Inspection and Pending Deductions from Security Deposit.
(Notice Required by Civil Code 1950.5)

Tenant: _____

Premises: _____ California, _____
(Street Address) (City)

From: _____ (Manager / Housing Provider)

Dear Tenant:

This notice is that notice that Civil Code Section 1950.5 requires the Housing Provider give to the tenant, concerning the process dealing with the refund of Tenant's security deposit after Tenant vacates.

FIRST, Tenant has the right to request that HP conducts an initial inspection of Tenant's unit, and Tenant (or Tenant's agent) has the right to be physically present at this initial inspection when the HP (or the HP's agent conducts said inspection). Tenant shall not interfere with said inspection.

SECOND, Tenant must notify HP in writing prior to termination of Tenant's tenancy, of Tenant's desire to have an initial inspection by HP or Tenant will have been deemed to have waived said Initial Inspection.

THIRD, HP will upon written notification by Tenant, set a mutually agreeable date and time for the Initial Inspection, but not sooner than 2 weeks from scheduled termination of tenancy. HP shall give Tenant at least 48 hours prior written notice (by posting said notice on door and mailing it regular mail to Tenant or by personally serving Tenant -- or member of Tenant's household) of the date and time of the Initial Inspection. This 48 hour notice shall be given if (a) a mutual time is agreed upon, or (b) if a mutually agreed time cannot be agreed upon, but the tenant still wishes an inspection nevertheless. The HP and Tenant may agree to waive the 48 hour notice requirement by each signing a wavier as set out in the attached Initial Inspection Deficiency Statement form.

FOURTH, The purpose of the Initial Inspection is to give Tenant the opportunity to remedy those identified deficiencies which HP finds during the Initial Inspection consistent with the rights and obligations of HP and Tenant under the rental agreement. In this way, Tenant may avoid deductions from the security deposit.

FIFTH, The HP shall proceed with the Initial Inspection whether the tenant is present or not, unless the tenant previously withdrew his or her request for the Initial Inspection in writing to HP.

SIXTH, at the conclusion of the Initial Inspection, and based upon what HP sees during the Initial Inspection, the HP shall give Tenant (or leave it in Tenant's apartment if Tenant is not present for the Initial Inspection) the attached Initial Inspection Deficiency Statement or a form similar to that one. This Deficiency Statement shall state the repairs and / or cleaning that are proposed to be the basis of any deductions from the security the HP intends to make pursuant to Civil Code Section 1950.5 (b)(1) to (4). Civil Code Section 1950.5 (b)(1) to (4) recites:

Civil Code Section 1950.5 (b) (1) to (4)

(b) As used in this section, "security" means any payment, fee, deposit or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used 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.

(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

[(c) not included]. Civil Code Section 1950.5 (d) recites as follows:

(d) 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 of the landlord.

SEVENTH, The tenant shall have the opportunity during the period following the Initial Inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. However, Tenant's rental agreements specifically prohibits Tenant from making any repairs or alterations of any nature to the unit. Therefore, if any work requires repairs of a construction or alteration nature, Tenant

shall not be allowed to do this type of work. Tenant may do cleaning type of corrective work to avoid deductions. Any deficiencies not corrected by Tenant will be paid for out of Tenant's security deposit. To the extent that the security deposit is not sufficient to pay for all deficiencies, then Tenant shall be responsible to pay for the repairs to these deficiencies upon presentation of the accounting by HP.

EIGHTH, If HP finds other damages in Tenant's unit after Tenant vacates, HP shall still be allowed to deduct for repairs for items which HP did not notice during the Initial Investigation because of the presence of Tenant's possessions, or because these deficiencies were created after the Initial Inspection.

NINTH, HP will conduct a Final Inspection of Tenant's unit after Tenant completely vacates. HP will then have 3 weeks to send Tenant a final statement / accounting listing the uncured deficiencies in Tenant's unit, and costs needed to repair them. Included will be a check made payable to Tenant for the balance of the security deposit which Tenant is entitled to receive.

TENTH, "State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

[End of Notice].

Form for Initial Inspection Deficiency Statement

Date of HP's Notice to Tenant of Tenant's rights under Civil Code 1950.5 _____

Date of Tenant's Written Request for Initial Inspection _____

Date of Initial Inspection: _____

Date This Form (as filled in or as waived) Given To Tenant _____

Date of Tenant and HP signing Waiver Of Initial Inspection _____

We waive Initial Inspection _____ (Tenant) _____ (HP).

List of Deficiencies which Have Been Noticed By HP

Action Which Must Be Taken To Cure Deficiency To Avoid Deduction

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

List of Deficiencies which Have Been Noticed By HP Which Cannot be Cured By Tenant

_____ B. _____

_____ D. _____

_____ F. _____

Received By Tenant _____ Dated: _____

[End of Form].

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessor

Date

Lessee

Date

Agent

Date