

TENANT SUMMARY SHEET



<input type="checkbox"/> New Tenant <input checked="" type="checkbox"/> Renewal	
PROPERTY CODE: LO1	PROPERTY NAME: LO1 7005 La Jolla Blvd
PROPERTY ADDRESS: 7005 La Jolla Blvd La Jolla, CA 92037	UNIT #: 1
LEASE SIGN-UP BY:	DATE COMPLETED: June 16, 2021
RESIDENT MANAGER: Julio Cuellar	PROPERTY MANAGER: Torrey Pines Property Management, Inc.
DATE OF M/I CHECK LIST: July 1, 2021	PARKING ASSIGNED/UNASSIGNED: Garage
LEASE INFORMATION	
LEASE START DATE: July 1, 2021	LEASE EXPIRATION: June 30, 2022
DATE OF M/I CHECK LIST: July 1, 2021	SPECIAL INSTRUCTION:
RENT SUMMARY	
Base Rent	\$2,495.00
Security Deposit	\$1,500.00
Application Fee	\$0.00
Less: Amounts Paid (i.e. documentation fee, holding deposit to be applied toward security deposit)	-\$1,500.00
Balance due, on or before tenancy begins <u>7/1/2021</u>	\$2,495.00
2nd Month Rent	\$2,495.00
TENANT ONE INFORMATION	
TENANT NAME: Tory E. Harding	
HOME PHONE: (443) 928-4649	BUSINESS PHONE: (443) 928-4649
CELL PHONE:	E-MAIL ADDRESS: toryharding70@gmail.com
TENANT TWO INFORMATION	
TENANT NAME: Brian Gallagher	
HOME PHONE: (440) 829-1612	BUSINESS PHONE: (440) 829-1612
CELL PHONE:	E-MAIL ADDRESS: brian.j.gallagher12@gmail.com



RESIDENTIAL LEASE/RENTAL AGREEMENT

DATED: **JUNE 16, 2021**

A. VARIABLE LEASE TERMS:

RESIDENCE DESCRIPTION:						
<input type="checkbox"/> (If checked) A single family residence. <input checked="" type="checkbox"/> (If checked) Part of a multi-family residential complex known as LO1 7005 La Jolla Blvd						
UNIT NUMBER: 1	UNIT TYPE: Three bedrooms / two baths		UNIT ADDRESS: 7005 La Jolla Blvd			
COUNTY: San Diego	CITY: La Jolla	STATE: CA	ZIP: 92037			
TERM:						
COMMENCEMENT DATE: 7/1/2021	<input type="checkbox"/> (If checked) Resident has been granted an EARLY TERMINATION OPTION . To exercise this option, Resident must pay an Early Termination Option Fee of _____ and give notice of Resident's election to exercise the option at least _____ days before the Early Termination Date. The Early Termination Date must be between _____ and _____. Landlord may require Resident to sign additional documentation if Resident elects to exercise Resident's early termination option.		<input checked="" type="checkbox"/> (If checked) After the Termination Date, this Agreement will continue on a month-to-month basis until terminated as specified elsewhere in this Agreement. During the month-to-month period, Total Monthly Rent will be \$2,620.00 per month. If you are interested in extending your tenancy after the Termination Date for a 6 to 12 month extended term, contact the Property Manager. You may qualify for a preferred rental rate with a signed lease amendment or renewal lease. Resident initials:  Resident initials: 			
EARLY POSSESSION DATE:						
TERMINATION DATE: 6/30/2022						
RESIDENT(S):						
NAME (First, Middle Initial, Last): Tory E. Harding		NAME (First, Middle Initial, Last): Brian Gallagher		NAME (First, Middle Initial, Last):		
LIST OF ALL OCCUPANTS (Do not list any Residents from above):						
GUARANTOR(S):						
NAME (First, Middle Initial, Last):						
LANDLORD NAME: Allan & Frances Lolly						
PROPERTY MANAGER: Torrey Pines Property Management, Inc.		Name, address and telephone number Julio Cuellar 7840 Ivanhoe Ave, La Jolla CA 92037 858-454-4200 x117				
MONTHLY RENT:						
BASE RENT AMOUNT: \$2,495.00	<input checked="" type="checkbox"/> (If checked) LICENSE FOR GARAGE/PARKING SPACE NO.: Garage MONTHLY GARAGE/PARKING RENT AMOUNT:	<input type="checkbox"/> (If checked) LICENSE FOR STORAGE SPACE NO.: MONTHLY STORAGE RENT AMOUNT:	<input type="checkbox"/> (If checked) MONTHLY APPLIANCE RENT:	<input type="checkbox"/> (If checked) MONTHLY PET RENT:	<input type="checkbox"/> (If checked) Other monthly charge describe:	TOTAL MONTHLY RENT \$2,495.00 ("Rent")
<input type="checkbox"/> (If checked) RENT CONCESSIONS: The monthly Rent identified above is the amount due before application of the rent concession.						
LATE CHARGE: (May be applied if payments have not been received within 4 days of their due date): \$75.00 after the 5th of the month (see section D, paragraph 7 for details)					SECURITY DEPOSIT: \$1,500.00	



Owner/Agent - TPPM:



Resident:



PAYMENT INSTRUCTIONS:

☒ (If checked) All amounts due to Landlord are payable to **Torrey Pines Property Mgmt., Inc. (TPPM), P.O. Box 1186, La Jolla, CA 92038 or 7840 Ivanhoe Ave., La Jolla, CA 92037.**

Payment must be made by: ☒ Personal Check ☒ Cashiers Check ☒ Money Order ☒ ACH ☒ Credit / Debit Card - No personal checks will be accepted after the **15th** day of the month or in response to a notice to pay the rent or quit or a notice to perform covenant or quit requiring payment. Third party checks will be accepted only with Landlord approval.

The normal hours available to make payments in person are **Monday - Friday (9:00 AM - 5:00 PM)**, for all non-holidays.

☐ (If checked) A twenty-four hour, seven days a week rent payment drop box is available at the address above.

☐ (If checked) All amounts due Landlord must be deposited by Resident in Landlord's account at _____,

Account No. _____.

☐ (If checked) All amounts due to Landlord must be made by electronic transfer procedure. _____

☒ (If checked) Landlord may, but is not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. Residents interested in these payment methods should request information about Landlord's current electronic and credit card payment acceptance policy from the management office. See the Payment Detail section below.

Kimball, Tirey & St. John California Residential Lease/Rental Agreement

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Owner/Agent - TPPM:



Resident:



MISCELLANEOUS INFORMATION:**PETS:** ☒ are not authorized. ☐ (If checked) The following pets are authorized: **None**☒ (If checked) ATTORNEY'S FEE CAP:**\$750.00**

LANDSCAPE WATERING by:

☒ Landlord☐ Resident

LANDSCAPE MAINTENANCE by:

☒ Landlord☐ Resident**ACCESS CONTROL DEVICES:****2** Keys to the Residence. ☐ Have ☒ Have not been re-keyed.**1** Key to the mail facilities. ☐ Have ☒ Have not been re-keyed.

_____ Mailbox No.

2 Keys/openers to common area(s).☐ (If checked) **HOA:** The Residence is a unit in development governed by a homeowner's association.

Name of HOA: _____

☐ (If checked) Copies of HOA rules and regulations are available for Resident's review at _____☐ (If checked) Copies of HOA rules and regulations have been provided to Resident.**AUTOMOBILES** ☐ may ☒ may not be washed on the Property.**OIL CHANGING AND AUTOMOBILE REPAIRS** ☐ are ☒ are not allowed on the Property.**BAR-B-QUE GRILLS** ☐ are ☒ are not allowed.☒ (If checked) You are required to obtain and maintain **RENTER'S INSURANCE** with minimum liability of **\$100,000.00** per occurrence and a maximum deductible of **\$250.00**. Resident's failure to maintain policy shall be a complete waiver of Resident's right to seek damages against Landlord for losses.**DESIGNATED SMOKE-FREE AREAS:**☒ The Residence☒ All Common Areas☒ The Residence balcony/patio**MARIJUANA:**☒ (If checked) Unless otherwise specified below, you may not possess, plant, cultivate, harvest, transport, dry or process, marijuana or processed cannabis products in the Residence or Property.☐ (If checked) You may possess processed marijuana and cannabis products (ready for immediate consumption), but only as allowed by law.**DISCLOSURES AND PROPERTY INFORMATION:**☒ (If checked) **LEAD DISCLOSURES APPLY:** If indicated, the Residence was built before 1978 when lead based paint was still in use. The Lead Based Paint Disclosure section of this Agreement will apply, and a copy of the pamphlet *Protect Your Family From Lead In Your Home* has been provided to Resident.

Landlord knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property:

☒ (If checked) Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards in the Residence or Property.☐ (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Residence or Property: _____.

Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property:

☒ (If checked) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property.☐ (If checked) Available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are as follows: _____.

Copies of the reports or records identified are available for Resident's review at _____.

☒ (If checked) **ASBESTOS DISCLOSURES APPLY:** If indicated, the Residence was built before 1981 when asbestos was still used in construction, and the Asbestos section of this Agreement will apply.

Landlord knowledge of asbestos hazards in the Residence or Property:

☒ (If checked) Landlord has no knowledge of any asbestos hazards in the Residence or Property, but because of the age of the Property, Resident should review the asbestos section of this Agreement.☐ (If checked) Landlord is aware of the following asbestos hazards in the Residence or Property: **Drywall mud, ceiling, floor tiles.**

Reports or records pertaining to asbestos hazards in the Residence or Property:

☒ (If checked) Landlord is not aware of any reports or records pertaining to asbestos hazards in the Residence or Property.☐ (If checked) Available reports or records pertaining to asbestos hazards in the Residence or Property are as follows: _____.

Copies of the reports or records identified are available for Resident's review at _____.

Resident may obtain information about hazards, including flood hazards, that may affect the Property from the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>. Landlord's owner's insurance does not cover the loss of Resident's personal possessions and it is recommended that Resident consider purchasing renter's insurance and flood insurance to insure Resident's possessions from loss due to fire, flood, or other risk of loss.☒ (If checked) **FLOOD DISCLOSURES APPLY:** If indicated, the Residence is located in a special flood hazard area or an area of potential flooding. Landlord is not required to provide additional information concerning the flood hazards to the property and the information provided in this section is deemed adequate to inform Resident.

PEST CONTROL: ☒ (if checked) Pesticides are periodically applied to:

- ☒ the Residence
- ☒ units near the Residence
- ☒ common areas.

They are applied by:

- ☒ a registered structural pest control company
- ☐ Landlord or Landlord's agents.

The products used by the pest control company are meant to control the following pest(s): ants, bed bugs, bees, beetles, boxelder bugs, carpenter bees, carpet beetles, centipedes, cockroaches, crane flies, crickets, drain flies, earwigs, firebrats, fleas, flies, gnats, hornets, jerusalem crickets, mice, millipedes, mites, moths, pantry pest, pillbugs, psocids, rats, scorpions, silverfish, sowbugs, spiders, stickbugs, stinkbugs, ticks, wasp, and weevils. The approximate date, time and frequency of the pesticide treatment is monthly. The approximate date, time and frequency of the pesticide application is subject to change. The pesticide(s) name, brand and active ingredient: _____ or ☒ as specified in a separate pesticide notice.

State law requires that you be given the following information. CAUTION - PESTICIDES ARE TOXIC CHEMICALS.

Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits.

The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits.

The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, immediately contact

- Your physician or the California Poison Control System (1-800-222-1222), and
- If the pesticide was applied by a pest control company, also contact the pest control company.

For further information, contact any of the following:

- (if pesticide is applied by a pest control company) the pest control company, telephone number: **(619) 593-8188** or ☒ as specified in a separate pesticide notice
- for Health Questions - the County Health Department, telephone number: **(619) 515-6770** or ☒ as specified in a separate pesticide notice
- for Application Information - the County Agricultural Commissioner, telephone number: **San Diego (858) 694-2739, North County (760) 752-4700** or ☒ as specified in a separate pesticide notice
- for Regulatory Information:
 - the Structural Pest Control Board, **2005 Evergreen St. # 1500, Sacramento, CA 95815 (916) 561-8708** (if pesticide is applied by a pest control company)
 - the Department of Pesticide Regulation, **(916) 324-4100** (if the pesticide is not applied by a pest control company)

☐ (If checked) **ONGOING CONSTRUCTION.** If indicated, there is ongoing construction in the Property consisting of: _____. The **estimated** date of completion is _____. Construction will normally be limited to the following _____.

☐ (If checked) Information provided to Resident regarding the Property may refer to amenities for which construction may not yet be completed including the following: _____.

☐ (If checked) **CONDOMINIUM CONVERSION.** The Residence has been approved for sale to the public as a condominium project. You may be given additional documents about this.

Additional notices, disclosures and terms:

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS (If Any)
Gas	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Submetering <input checked="" type="checkbox"/> None - Landlord expense	Are separately metered and are not charged to Resident
Electricity	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Submetering <input checked="" type="checkbox"/> None - Landlord expense	<input checked="" type="checkbox"/> Are billed separately to the property owner and are not charged to Resident <input type="checkbox"/> Are not billed separately <input type="checkbox"/> Charges to be divided among residents includes common area electricity costs <input type="checkbox"/> A deduction of for estimated common area charges is made before calculating Resident's bill
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Submetering <input type="checkbox"/> See separate Submetered Water Addendum <input checked="" type="checkbox"/> None - Landlord expense <input type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Factored occupancy method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Property	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered <input type="checkbox"/> Charges to be divided among residents includes common area water <input type="checkbox"/> A deduction of for estimated common area charges is made before calculating Resident's bill
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Submetering <input type="checkbox"/> See separate Submetered Water Addendum <input checked="" type="checkbox"/> None - Landlord expense <input type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Factored occupancy method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Property	<input checked="" type="checkbox"/> Are billed separately to the property owner and are not charged to Resident <input type="checkbox"/> Are not billed separately <input type="checkbox"/> Charges to be divided among residents includes common area sewer costs <input type="checkbox"/> A deduction of for estimated common area charges is made before calculating Resident's bill
Trash/ Recycling	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Direct billing from utility <input type="checkbox"/> Formula <input type="checkbox"/> Square footage <input type="checkbox"/> Authorized occupant method <input type="checkbox"/> Factored occupancy method <input type="checkbox"/> Dividing the bill equally among all occupied units in the Community <input checked="" type="checkbox"/> None - Landlord expense	<input checked="" type="checkbox"/> Are billed separately to the property owner and are not charged to Resident <input type="checkbox"/> Are not separately billed <input type="checkbox"/> Charges to be divided among residents includes the cost to dispose of trash and recycling generated in the common areas <input type="checkbox"/> A deduction of for estimated common area charges is made before calculating Resident's bill
Cable	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility <input type="checkbox"/> Flat fee of \$ _____ per month <input type="checkbox"/> Fees as specified on the attached schedule of fees, subject to change with 30 days advance notice <input type="checkbox"/> Formula - Dividing the bill equally among all occupied units in the Community <input type="checkbox"/> None - Landlord expense	

Water Charges: To calculate Resident's share for water, all water related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) water related charges contained on tax bills, bills from other entities and all charges contained on the local water provider's bills to Landlord.

UTILITIES CONTINUED

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

Sewer Charges: To calculate Resident's share for sewer, all sewer related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but not limited to) sewer related charges contained on tax bills, and all charges contained on the local sewer provider's bills to Landlord.

Trash/Recycling Charges: To calculate Resident's share for trash/recycling charges, all trash/recycling related charges assessed to Landlord may be used to calculate the amount charged to each Resident. These may include (but are not limited to), trash/recycling related charges contained on tax bills, and all charges contained on bills received from the local trash/recycling providers. Trash/recycling charges may also include the cost to clean trash and recycling chutes, bins, containers, and trash areas, collect trash/recycling bins from enclosures, compact and sort the trash and recycling, and return the bins to the trash/recycling enclosures.

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

- ☐ Dividing the total fixed charges equally among the total number of submetered consumers which do not receive a separate master bill, plus adding Resident's share (determined from the submeter readings) of the variable charges at the same rate charged in the master bill.
- ☐ Dividing the total master bill according to submeter readings.

If the Premises are submetered, Resident agrees to allow Landlord, or a billing service provider Landlord designates, access to the Premises to install, repair, remove and read submeters.

- ☐ (If checked) **Formula Billing Used:** Utilities billed to the Property are allocated between all Property residents as indicated above. Resident's percentage is calculated based on:

- ☐ (If checked) **Square footage:** The approximate square footage of Resident's unit as compared to the total square footage of all units served by the same meter. Resident's share is _____.
- ☐ (If checked) **Authorized occupant method:** The number of authorized occupants residing in Resident's unit as compared to all authorized occupants in all units served by the same meter as of the first day of the month. Resident represents that all occupants that will reside in Resident's unit are identified in this Agreement. Resident agrees to immediately notify Landlord at any change in the number of occupants.

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

- 1 person = Factored occupancy of 1
- 2 people = Factored occupancy of 1.6
- 3 people = Factored occupancy of 1.9
- 4 people = Factored occupancy of 2.2
- 5 people = Factored occupancy of 2.5

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

- ☐ (If checked) **Dividing the bill equally among all occupied units being served by the same meter as Resident:** Resident's share is _____ of the bill.

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

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

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

Utility Billing Statements. Resident will receive monthly billing statements. Residents will generally receive bills on approximately the _____ day of the month (i.e. utilities consumed in January will be billed on approximately February _____). Billing statements are payable within **0** days of the statement date. The due date for Base Rent and utility charges may not coincide. Resident's failure to pay the utility charges by their due date will be considered a material breach of the Agreement, grounds for termination of the tenancy, and if allowed by law, we may discontinue providing the utilities to you. Utility billings will be prorated as necessary.

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

☒ **Final Bill.** When Resident vacates, a final bill ("Final Bill") will be issued. Resident agrees to pay a Final Bill generation of **\$0.00** (if Landlord bills utilities to Resident) or the fee equal to the amount charged by the Utility Billing Company to Landlord for a Final Bill (if Landlord uses the services of a Utility Billing Company). As of the date that this Lease is signed, Landlord uses a Utility Billing Company, and the Final Bill generation fee is **\$0.00**. However, the Final Bill generation fee may be increased with notice from the Utility Billing Company to Resident.

☐ **Each bill will include a monthly service fee of _____.** This monthly administrative fee is the actual third party costs of reading submeters and providing billing services incurred by Landlord. Resident must make payment in full to Landlord or the Utility Billing Company of the utility charges before the due date listed on each bill.

Utility Late Fee: Landlord and Resident agree that the actual cost to Landlord and/or the Utility Billing Company when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or the Utility Billing Company will incur certain costs, such as additional bookkeeping and administrative charges, additional charges, costs in printing and mailing late notices, and lost opportunity costs of the payment. Accordingly, Landlord and Resident agree that if the utility payment is not paid by the due date, then Resident will incur a utility late fee of **\$0.00**.

Resident Questions and Concerns Regarding Utility Billings. Resident concerns and questions regarding utility billings may be addressed to _____.

INITIAL AMOUNTS DUE.

The following initial amounts are due under this Agreement as specified:

CATEGORY	TOTAL DUE	PAYMENT RECEIVED TO DATE BY LANDLORD	BALANCE DUE	BALANCE DUE DATE
Security Deposit	\$1,500.00	\$1,500.00	\$0.00	-
Rent from <u>7/1/2021</u> through <u>7/31/2021</u> .	\$2,495.00	\$0.00	\$2,495.00	7/1/2021
Application Fee (Waived)	\$0.00	\$0.00	\$0.00	-
TOTAL	\$3,995.00	\$1,500.00	\$2,495.00	7/1/2021

The payments described above must be made by: ☒ Cashiers Check ☒ Money Order

2ND MONTH AMOUNTS DUE.

The following amounts are due under this Agreement as specified:

CATEGORY	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	BALANCE DUE DATE
Rent from <u>8/1/2021</u> through <u>8/31/2021</u> .	\$2,495.00	-	\$2,495.00	8/1/2021
TOTAL	\$2,495.00	-	\$2,495.00	8/1/2021

The payments described above must be made by: ☒ Personal Check ☒ Cashiers Check ☒ Money Order ☒ ACH ☒ Credit / Debit Card

AGREEMENT ADDENDA AND OTHER WRITTEN MATERIALS PROVIDED TO RESIDENT:

<input checked="" type="checkbox"/> Tenant Summary Sheet	<input checked="" type="checkbox"/> Bedbug Addendum	<input checked="" type="checkbox"/> Non-Smoking Addendum - BP
<input checked="" type="checkbox"/> Notice and Disclosure Regarding Use of Amenities and Risk, Including COVID-19	<input checked="" type="checkbox"/> Parking Agreement	<input checked="" type="checkbox"/> Pest Control Notice
<input checked="" type="checkbox"/> Prop 65 Notification	<input checked="" type="checkbox"/> Rent Control And Just Cause Addendum	<input checked="" type="checkbox"/> Ribbit Pest Control
<input checked="" type="checkbox"/> Smoke And Carbon Monoxide Detection Device Agreement	<input checked="" type="checkbox"/> Resident Change Addendum	

Created on June 16, 2021 by Leasing Agent:

B. DEFINITIONS:

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

AGREEMENT: This Residential Lease/Rental Agreement.

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

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

RESIDENCE: The Residence is identified in the Variable Lease Term section, and includes all appliances, furniture and fixtures that we



Owner/Agent - TPPM:



Resident:



provide to you ("Personal Property"). The appliances and furniture are described in the Inventory/Move-In Move-Out form.

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

C. PRIMARY AGREEMENT TERMS:

1. **PARTIES.** This Agreement is entered into between Landlord and Resident(s). Landlord may be identified in this Agreement as "we" or "us". Resident(s) may collectively be referred to in this Agreement as "you".
2. **AGREEMENT.** You rent the Residence from us.
3. **TERM.** The Agreement term will begin on the Commencement Date and continue until the Termination Date. Note that this Agreement contains provisions that could alter the Term. **After the Termination Date, the Agreement will continue on a month-to-month basis until either party terminates the Agreement by giving the other party at least thirty (30) days advance written notice, or as otherwise specified by law.**

D. PAYMENTS:

4. **RENT.** You must pay us the Rent amount specified in the Variable Lease Term section. Certain additional amounts due to us are also specified in this Agreement. We reserve our right under Civil Code §1479 to apply any payments we receive to any amounts due (whether Rent, Late Charges or any other amount) in any manner we choose, and any contrary instructions or conditions you may attempt to impose will be of no force or effect. Unless otherwise specified in this Agreement, all amounts are payable in advance, on the **first** day of each calendar month, without demand, setoff or deduction. The daily value of the Residence will be calculated based on a **30-day month**.

After expiration of the initial term, when your tenancy continues on a month-to-month basis, your Rent may be adjusted. If the Variable Lease Term section specifies a Rent increase during the month-to-month period, Rent will increase as specified in the Variable Lease Term section, unless we give you notice of change of terms of tenancy specifying an alternate amount. If the Variable Lease Term section does not identify a Rent increase during the month-to-month period, your Rent amount will remain unchanged unless we give you notice of change of terms of tenancy specifying an alternate amount.

5. **PAYMENT DETAIL.** Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Variable Lease Term section. Any payments made by mail or placed in a drop box are made at your risk and must be received by us by the due date. You will incur a **\$25.00** charge for any dishonored payment. After receiving any dishonored payment (whether under this Agreement or any other), we reserve the right to require all further payments made by you or on your behalf to be made by money order, certified check or cashier's check. If a third party tenders a payment on your behalf, we reserve the right to require an acknowledgment from the third party as specified in Civil Code §1947.3(a)(3).

We may, but are not required, to accept payments electronically or by credit card, either directly or through a third party payment service system. If you are interested in these payment methods, request information about our current electronic and credit card payment acceptance policy from the management office. We reserve the right at any time to change our electronic and credit card payment policies and/or procedures, the third party payment service system and/or to cease accepting electronic or credit card payments. It is your responsibility before any payment is due to verify whether we are currently accepting payments electronically or by credit card, the proper procedure, and to arrange with us or any third party payment service system to pay electronically or by credit card. A third party payment service system may charge a fee for this service to you and will have specific requirements and procedures that you must follow. If any electronic or credit card payment to us or the third party payment service system, or if any payment tendered on your behalf by a third party, is reversed, not honored or results in a "charge back," you will be responsible for Late Charges, a **\$25.00** administrative fee to cover collection and processing of the amount reversed, and any additional cost to us or the payment service system, and we will retain all rights and remedies, including the right to terminate your tenancy.

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

Use of drop boxes is at your risk. You can reduce the risk of theft of your payment by using electronic payment methods (if we accept electronic payments), or by mailing or personally delivering payments as directed. All checks and money orders must be made payable as specified on the first page of this Agreement. Do not leave the name of the payee blank on checks or money orders; you will not receive a payment credit if the check or money order is stolen and cashed by another party.

6. **SECURITY DEPOSIT.** We will hold the Security Deposit in compliance with California Civil Code § 1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the security deposit to:
 - Compensate us for your payment default; or breach of any other obligation under this Agreement, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Residence at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;



- Remedy future defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
- Repair damages to the Residence and Property, exclusive of ordinary wear and tear, caused by you or your Related Parties. Damage or deterioration of the Residence is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.

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

If we know you intend to vacate the Residence, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you the opportunity to identify and correct any deficiencies in the Residence to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Residence (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in this Agreement, you may make these repairs yourself, or clean the Residence yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection. See paragraph 64, Wear and Tear, for additional move-out conditions.

Within 21 days after you return possession of the Residence to us, we will provide a refund of any amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand. Any Security Deposit refund may be paid by one check jointly payable to all Residents but delivered to only one Resident at the last known address of any Resident. The refund and deductions will be calculated without regard to who paid the Security Deposit or whose conduct resulted in any deductions.

We suggest you reference the California Department of Consumer Affairs webpage for tenants at <http://www.dca.ca.gov/publications/landlordbook/> should you have further questions about your security deposit.

- 7. LATE CHARGES.** You will be obligated to pay to us the Late Charge if you fail to pay any amount due under this Agreement within the time specified in the Variable Lease Term section. You agree it would be impractical or extremely difficult to fix the actual damage to us and that the Late Charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. Late Charges are in addition to, and not in lieu of, any of our other remedies.
- 8. FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE.** If you fail to make all payments specified in the section entitled "Initial Amounts Due" before the specified date, or if you fail to provide us with proof that required utilities have been transferred into your name, or if you fail to provide proof of renter's insurance (if required under this Agreement):
 - We have no obligation to give you possession of the Residence; and
 - We may rescind this Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of this Agreement.

E. ADDITIONAL AGREEMENT TERMS:

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

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

- 10. ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Your interest in the Residence and this Agreement may not be assigned, sublet or otherwise transferred. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by your voluntary act, operation of law, or otherwise), will be void, and we may elect to treat it as a non-curable breach of this Agreement.
- 11. ASSIGNMENT BY LANDLORD.** During your tenancy, we may transfer or encumber our interest in the Property. You must look solely to our transferee for performance of our obligations relating to the period after the transfer. Your obligations under this Agreement will not otherwise be affected by any transfer. Your rights in the Residence are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, you agree to recognize the purchaser as the landlord under this Agreement if you are requested to do so.

- 12. AUTOMOBILE WASH AND REPAIR.** If permitted on the Property (indicated in the Variable Lease Term section), automobile washing and oil changing may be done only in designated areas.
- 13. BALCONIES, PATIOS AND WINDOWS.** Please do not shake or hang rugs, towels and clothing from windows. Plants must be living, well maintained and in good health. Water from plants may not drain or drip on the patio or balcony floor. A water containment device, pan or solution must be used. No plant holder may be fastened to the building and no plants or any other item may be placed on top of patio or balcony railings. If your balcony or patio is visible from outside your Residence, patio furniture and other items must be properly maintained. We reserve the right to prohibit, restrict and control the items on your balcony or patio.
- 14. BARBEQUE GRILLS.** If allowed on the Property (indicated in the Variable Lease Term section), barbeque grills may be used only in designated areas, and only in compliance with applicable laws. Cities and counties that have adopted the California Fire Code prohibit charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used.
- 15. BED BUGS AND PESTS.**

Information about Bed Bugs

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

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

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

Common signs and symptoms of a possible bed bug infestation:

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

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

Please report suspected bed bug infestations to us by contacting the leasing office (if any) or the property manager identified on the first page of the Agreement.

During the day, bed bugs hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

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

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

"Pests" include (but are not limited to) ants, bed bugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects. We have inspected the Residence and are unaware of any pests in the Residence. At move-in, you will complete and sign a Move-In/Move-Out Statement documenting the condition of the Residence. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Residence has been delivered in good condition and free of pests.

You agree to cooperate with our pest control efforts by:

- Keeping the Residence clean and uncluttered;
- Promptly advising us of any pest control needs, or any condition indicating a bed bug infestation in the Residence or Property (such as itchy welts on skin, bed bugs, blood spots (either brown or red) or bed bug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). We are not responsible for any condition about which we are not aware and bed bugs require professional pest control treatment;
- Refraining from bringing bed bugs and other pests into the Residence and the Property and inspect all luggage, bedding, clothing, and personal property for bed bugs and other pests before move-in, returning home after traveling and/or bringing new items to the

Residence. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Residence and Property or require you to have the item professionally treated at your expense before the item is brought into the Residence or Property.

- Refraining from bringing into the Residence discarded furniture (found in or by a dumpster or elsewhere). Furniture may have been discarded because of a bed bug infestation;
- Providing us with access to Residence for our pest control assessments and pest control treatment;
- Cooperating with inspections to facilitate the detection and treatment of pests, including providing requested information that is necessary to facilitate the detection and treatment of pests.
- Following our instructions to prepare the Residence for pest control treatment, to include bagging or storage of food and medicine, removal of perishables and valuables and/or temporarily vacating the Residence when requested to accommodate fumigation or other work. See paragraph 61, Temporary Relocation, should you be required to vacate the Residence.
- Promptly provide us with copies of all records, documents, sampling data and other materials relating to the condition of the Residence that you have obtained.

16. BICYCLES SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES. Pedestrians have the right of way on all sidewalks, walkways and other pedestrian areas throughout the Property. Bicycles, skateboards, scooters, roller blades/skates, self-balancing motorized boards, and other wheeled apparatus must be used with care, to avoid Property damage, injury and danger for others. Bicycles should be kept only in your Residence or in designated areas (if any) within the Property.

17. COMMON AREA AMENITIES. If the Residence is part of a multi-family residential complex, various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of you and other Property residents and occupants. Common Area Amenities may not be used by Resident or Resident's Related Parties for business, commercial, fee-generating or fund-raising purposes unless we otherwise agree in advance and in writing (which we may grant or withhold in our sole discretion). Use of Common Area Amenities is subject to the restrictions described in rules or instructions for the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for repairs or renovations. We may restrict Common Area Amenity usage for private parties. You may not install or use any items (temporary or permanent) in common areas, including (but not limited to) cameras (still or video), drones, tents, tarps, jump houses, swimming pools, or sports equipment, unless we provide authorization. Do not leave any personal property in common areas; we may remove and dispose of any personal property left outside of the Residence. To the extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties resulting from the Common Area Amenities, even if caused by the negligence of us or our Related Parties. To the extent allowed by law, use of the Common Area Amenities is at the sole risk of you and your Related Parties.

18. CONDOMINIUM/PLANNED UNIT DEVELOPMENT. If it is indicated in the Variable Lease Term section that the Residence is a unit in a development governed by a homeowner's association ("HOA"), you and your Related Parties must comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of the HOA. You must pay any fines or charges imposed by the HOA incurred because of the actions or inactions of you or your Related Parties.

19. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- May not create a nuisance on the Residence or Property, and may not disturb other Property residents or neighbors with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Must comply with all Landlord rules, regulations and instructions (including posted signs and those specified in this Agreement), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify the rules and regulations by delivering a copy of the modifications to you or posting the rules and regulations at the Property;
- Must notify us in writing of any dangerous condition, deterioration or damage to the Residence and Property (including Common Area Amenities) so that we may make necessary repairs;
- Are responsible for personal injury or property damage including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. You agree to indemnify, defend (with counsel of our choice), and hold us and Landlord's Related Parties (and the HOA if the unit is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

You are advised to consider the current and potential exposure to noise that you may experience from activities that occur within and in the vicinity of the Property. No representations are made as to the impact of current or existing noise levels on you or your Residence. Potential sources of noise affecting you may arise from automobile traffic, entry gates, roadways, highways and toll roads, emergency facilities, construction activity, church bells or chimes, aircraft overflights, equestrian, bicycle or pedestrian walkways and other noise sources. If the Residence is a unit in a multi-family complex, be aware that multi-family housing areas often have higher densities, and greater associated inconveniences than single family residences. If you are particularly sensitive to sound, or the activities of others, you may not be comfortable in multi-family housing and you should consider alternatives. Likewise, if your activities are likely to be disturbing to nearby neighbors in a multi-family living environment, multi-family housing may not be the right choice for you and you should consider alternatives before signing this Lease.

20. CONSTRUCTION. If specified above in the Variable Agreement Term section, construction is ongoing at the Property, and details are in the Variable Agreement Term section. There may be inconveniences associated with construction, and you agree that the Rent and other amounts due under this Agreement are fair and reasonable while construction is ongoing. You agree that any inconvenience caused by ongoing construction will not give you an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right, or remedy against us, including constructive eviction. Although an estimated completion date may be specified, we do not guarantee the construction completion date. We will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Agreement Term section.

21. CONTINUING LIABILITY. If you vacate the Residence, or this Agreement is terminated, this will not relieve you of any obligation to pay or reimburse sums to us or to indemnify or hold harmless or defend us or Landlord's Related Parties from any loss or claim, where the obligation arises during the term of this Agreement or before you vacate the Residence, unless we specifically agree otherwise in writing.

22. CRIME-FREE COMMUNITY. You and your Related Parties:

- May not engage in criminal activity on or near your Residence or the Property;
- May not permit your Residence or the Property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of your household, or a guest;
- May not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near your Residence, the Property or otherwise;
- "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (defined in Penal Code §647(b)); criminal street gang activity, (defined in Penal Code §186.20 et seq.); assault and battery, (prohibited in Penal Code §240); burglary, (prohibited in Penal Code §459); the unlawful use and discharge of firearms, (prohibited in Penal Code §245); sexual offenses, (prohibited in Penal Code §269 and 288), drug-related criminal activity, or any breach of this Agreement that otherwise jeopardizes the health, safety and welfare of us, other residents or occupants of the Property or neighbors or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]);

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

23. DAMAGE TO RESIDENCE. If the Residence is significantly damaged or destroyed by fire, earthquake, accident or other casualty that renders the Residence uninhabitable for more than one week, we may terminate this Agreement by giving you written notice of our election to terminate. If the Agreement is not terminated, we will promptly repair the damage, and Rent will be reduced based on the extent to which the damage interferes with your use of Residence (unless we provide alternate housing). If you or your Related Parties cause the damage, there will be no Rent reduction and we will have no obligation to repair the damage. Renter's insurance is highly recommended should Resident intend to use candles within the Residence. Use of candles in the common areas is prohibited.

24. DELAY IN POSSESSION. If we cannot deliver possession of the Residence to you on the Commencement Date for any reason, we will not be liable for the delay, nor will this affect this Agreement's validity, or extend the term of the Agreement. However, you will not be obligated to pay Rent or perform any other obligation under this Agreement (other than pay the amounts due specified in the Variable Lease Term section) until we tender possession of the Residence to you. If we have not tendered possession of the Residence to you within three days of the Commencement Date, you may cancel this Agreement any time before we tender possession of the Residence to you.

25. DISABILITIES - REASONABLE ACCOMMODATION/MODIFICATION. Notwithstanding any other provision under this Agreement, upon prior written permission, we agree (1) to allow you to make reasonable modifications to the Residence and/or Common Area Amenities as required by law for people with disabilities; and (2) to provide reasonable accommodation as required by law to people with disabilities, including but not limited to (a) making changes or exceptions to rules, policies procedures, or services and (b) allowing assistive animals. We reserve the right to seek verification of disability and disability-related need for any requested modification or accommodation.

26. EARLY POSSESSION DATE. If an Early Possession Date is identified in this Agreement, you may take possession of the Residence on that date. Your obligation to pay Rent will not begin until the Commencement Date. All of your other obligations under this Agreement will begin on the Early Possession Date.

27. EARLY TERMINATION OPTION. If indicated in the Variable Lease Term section, you have the option of amending this Agreement to terminate your tenancy before the Termination Date specified in the Variable Lease Term section. To exercise your Early Termination Option, you must deliver to us (1) a written notice stating that you have elected to exercise your Early Termination Option and identifying the Early Termination Date, and (2) the Early Termination Option Fee specified in the Variable Lease Term section, and (3) all Rent and additional amounts due through the Early Termination Date. When we acknowledge receiving the written notice and payment, the Termination Date will be deemed amended to the Early Termination Date. The Early Termination Date must be a date within the parameters described in the Variable Lease Term section. The Early Termination Option may be exercised only if you are not in default under this Agreement when you give notice of your exercise of the Early Termination Option. All remaining Agreement terms will remain in full force and effect.

If you provide the notice unaccompanied by the required payments, the Termination Date will not be changed.

If you do not properly exercise the Early Termination Option by following the procedure exactly as specified above, or choose not to

exercise the Early Termination Option, but vacate your Residence before the Termination Date, all Agreement terms will remain binding (including the original Termination Date), and we will retain all legal remedies for non-compliance with this Agreement. If we know that you have vacated the Residence before the end of the term, we have an obligation to try to re-rent the Residence to minimize lost Rent for which you will be responsible.

- 28. ENTRY.** We and our Related Parties will have the right to enter the Residence as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, to exhibit the Residence to prospective or actual purchasers, mortgagees, residents, workmen or contractors, to make an inspection under subdivision (f) of Civil Code §1950.5, for purposes relating to water conservation and submetered water when you have abandoned or surrendered the Residence and under a court order. Law also allows entry in additional situations, including (but not limited to) inspecting waterbeds and other water-filled furniture (Civil Code §1940.5(f)); inspecting your personal agricultural areas (Civil Code §1940.10(f)); inspecting balconies, decks and other exterior wood-based elevated elements, to inspect for and treat bed bugs (Civil Code §1954.604); and repairing, testing, and maintaining smoke detectors (Health & Safety Code §13113.7(d)(2)(A)) and carbon monoxide detectors (Health & Safety Code §17926.1(b)). Unless you have given us permission to enter, we will give you written notice at least 24 hours before entry unless entry is due to (1) an emergency, (2) surrender or abandonment of the Residence, or (3) we have agreed to a date and time within a one week time period when we will enter to make repairs. We are also not required to give you written notice to show the Residence to prospective or actual purchasers and instead can give you verbal 24 hour notice of entry, if within the previous 120 days from our verbal notice of entry we inform you in writing that the Property is for sale and that you may receive oral notice of our intent to enter. If we give you verbal notice of our intent to enter to show the Residence to purchasers, we will leave written evidence of our entry in the Residence.

If after proper notice to enter has been served to Resident(s) for the purpose of an inspection or to make necessary repairs and the Resident(s) refuses entry to Landlord or a technician then the Resident(s) will incur a fee to reschedule the inspection or repair(s). The fee will be based on the charge incurred by Landlord for a rescheduled visit to perform the inspection or repair(s).

- 29. ESTOPPEL CERTIFICATES.** Within five (5) days of our written request, you must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Your statement will include any other details we request. Any prospective Property purchaser or encumbrancer may rely upon your written statement. If you fail to deliver a statement within the specified time, it will be conclusively presumed that (1) this Agreement is unmodified and in full force and effect, except as we otherwise indicate, (2) there are no uncured defaults in our performance, and (3) any other details specified by us originally requested of you.
- 30. FURNITURE MOVING.** We may designate times and methods for moving furniture, and other household goods to or from the Residence. We will not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Residence.
- 31. GARBAGE.** You must dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Unless we indicate otherwise, you may not dispose of large items in Property garbage containers and/or areas. All boxes must be broken down and crushed before placing them in the appropriate container. You may not dispose of hazardous waste in Property garbage containers or on the Property. Information about disposal and recycling options for household hazardous waste is available at: <http://www.dtsc.ca.gov/HazardousWaste/UniversalWaste/HHW.cfm>.
- 32. GUESTS.** You may have overnight guests for no more than **14** nights in one year and no more than two overnight guests at a time unless we provide specific approval. You must obtain our prior written consent to change Residents or add additional Occupants within the Residence.
- 33. HARASSMENT.** Resident and Resident's Related Parties may not abuse, harass (sexually or otherwise) or threaten Landlord or Landlord's Related Parties, and others at the Property. Resident and Resident's Related Parties may not unreasonably interfere with management functions.
- 34. INSURANCE: LANDLORD AND LANDLORD'S RELATED PARTIES DO NOT INSURE YOUR PERSONAL PROPERTY.** If indicated in the Variable Lease Term section, you are required to maintain a renter's insurance policy throughout your tenancy. **Even if you are not required to maintain renter's insurance, we strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. Renter's insurance is highly recommended should Resident intend to use candles within the Residence. Use of candles in the common areas is prohibited.**

If renter's insurance is required (as specified in the Variable Lease Term section) you must maintain a renter's insurance policy (at your cost) protecting you against claims for bodily injury, personal injury and property damage arising out of your use, occupancy or maintenance of the Residence, including liability to Landlord for damage to Landlord's property for the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage. You may not do anything or allow any action that invalidates the policy. The renter's insurance may be issued by any company of your choice, provided that the carrier is licensed or admitted to transact business in California, and maintains during the policy term a "General Policyholders Rating" of at least a B+, V, in the most current issue of "Best's Insurance Guide." We must be listed as an "additional insured" (if this type of coverage is available from the insurance company) or as an "interested party" (if your insurance company will not name us as an "additional insured") under the insurance policy. Before the Commencement Date, you must deliver to us a certified copy of the insurance policy or certificates of insurance evidencing the existence and amounts of the required insurance. No policy may be canceled or subject to modification except after thirty days prior written notice to us. At least thirty days before the expiration of the policy, you must furnish us with evidence of renewal. The policy must be on an occurrence basis and have personal liability coverage in an amount specified in the Variable Lease

Term section, with a deductible of no more than the amount specified in the Variable Lease Term section. You will be liable for the deductible amount if an insured loss occurs. The policy must contain a waiver of subrogation. The policy may not contain any intra-insured exclusions as between insured persons or organizations. The policy limits will not limit your liability. Any insurance maintained by us and our Related Parties is only for the benefit of us and our Related Parties and you will not be named as an additional insured. You must pay any increase in insurance premiums held by us and our Related Parties for the Property resulting from the actions, omissions, use or occupancy of the Residence by you and your Related Parties. This insurance is meant to protect both you and us, by potentially providing you with a potential recovery source (other than us) if you suffer a loss, and by potentially providing us with a recovery source if you damage the Residence and/or Property. Therefore, your failure to maintain renters insurance is a material breach of this Agreement.

- 35. KEYS AND OPENING DEVICES.** Because we may need access to the Residence in case of an emergency, you may not change any locks or install additional security devices in the Residence without our consent. If permission is granted, you may not later remove locks or the additional security devices without our consent. You may not duplicate keys or access devices marked "Do Not Duplicate" or "Unlawful to Duplicate".
- 36. LANDSCAPING.** Landscaping will be maintained and watered by the parties as specified in the Variable Lease Term section.
- 37. LAUNDRY FACILITIES.** If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can. No dye or flammable solutions are permitted.
- 38. LIABILITY.** We will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, except as otherwise provided by law. See the "Common Area Amenities" paragraph above regarding liability for Common Area Amenities. We and our Related Parties do not insure your personal property. Even if renter's insurance is not required, we strongly recommend that you purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism. To the extent allowed by law, you (on behalf of yourself and the Resident Related Parties) assume all risk of harm or damage to any person or property, and waive all claims against us and the Landlord Related Parties relating to participation in activities, events, services and programs offered or sponsored by us or the Landlord Related Parties.
- 39. MAINTENANCE, ALTERATIONS, AND RESIDENCE CONDITION.** At the beginning of the tenancy, the parties will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Residence and an inventory of appliances, furniture, and furnishings. If you fail to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Residence and Personal Property are in good condition. You must maintain the Residence in a clean, healthy, safe and sanitary condition. Excessive items may not be stored or accumulate inside the Residence. Don't block windows or doors; they must be able to be fully opened. Maintain clear pathways into and through every room in the Residence. Do not place combustible materials near combustion sources such as the stove, oven, heater and/or water heater. Kitchen appliances and fixtures, bathroom fixtures, and every room in the Residence must be able to be used for their intended purposes. You may not paint, wall paper, add adhesive shelf liner or other adhesive materials, use screws or nails or other materials to penetrate any wall, floor or other surface, or make other alterations to the Residence without our prior written consent. We will supply the Residence with functioning light bulbs before you take possession of the Residence. You must replace nonfunctional light bulbs at your expense. You acknowledge that we have not made any promises to make any changes to the Property except as specified in this Agreement. You must maintain a temperature of at least 55°F in the Residence to prevent the pipes from freezing. We reserve the right to prohibit or restrict items visible from the exterior of the Residence (e.g. in your windows, window sills, doors, and on your balcony or patio) for safety purposes and to ensure a first class appearance. See paragraph 64, Wear and Tear, for additional move-out conditions.
- 40. MAINTENANCE REQUEST.** Except in cases of emergency, all requests for repairs, and all notices regarding the condition of the Property must be made to us in writing. This will ensure that we receive and properly process your request or notice. Notations on the Inventory/Move In/Move Out form documenting the condition of the Residence do not constitute a request for repairs; you must complete a separate written request for maintenance.
- 41. MANAGEMENT.** The Property Manager identified in the Variable Lease Term section is authorized to manage the Residence on our behalf and is authorized to act on our behalf to receive service of process, notices, and demands. However, the Property Manager is not a party to this Agreement, and should not be named as a party in any action you bring alleging a breach of this Agreement.
- 42. MILITARY - EARLY TERMINATION.** You may terminate this Agreement before the Termination Date specified on page 1 if:
- (i) You become a member of the Armed Forces of the United States after you enter into the Agreement; or
 - (ii) You are or become a member of the Armed Forces of the United States and receive:
 - Orders for a permanent change of station; or
 - Orders to deploy for a period of at least 90 days.

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

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



A certain amount of mold exists in every home. Due to coastal, atmospheric and other conditions, a residence may develop moisture. Controlling moisture and proper housekeeping are necessary to limit mold growth. We have inspected the Residence and are not aware of any mold problems or existing conditions that may contribute to mold growth in the Residence. You agree to maintain the Residence to prevent mold growth. You agree to:

KEEP THE RESIDENCE CLEAN

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

CONTROL MOISTURE IN THE RESIDENCE AND INCREASE AIR CIRCULATION

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

PERIODICALLY INSPECT THE RESIDENCE FOR MOISTURE AND MOLD

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

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

YOU AGREE TO PROMPTLY REPORT TO US IN WRITING:

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

YOU AGREE THAT YOU WILL NOT:

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

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

You agree to comply with all instructions and requirements necessary to prepare the Residence and/or Property for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of

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

- 44. MOVE-OUT OBLIGATIONS.** At termination of this Agreement, you must (a) give us all of your keys and other opening devices to the Residence, including any common areas; (b) surrender the Residence to us empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Residence to us in the same condition as received, reasonable wear and tear excepted; (e) clean the Residence to the level of cleanliness as received; (f) and give us written notice of your forwarding address. At termination of the tenancy, we reserve the right to remove any improvements that you installed, whether or not we authorized the improvements, at your expense.
- 45. MULTIPLE RESIDENTS.** If there is more than one Resident under this Agreement, each Resident is jointly and severally liable for all rental obligations. Violation of this Agreement by any Resident or Resident's Related Parties is deemed a violation by all Residents. Requests and notices from us to any Resident will constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by us to one of the Residents will be binding on all Residents as if made to each of them. Any Resident or Occupant who has permanently moved out according to another Resident may, at our option and discretion, no longer be entitled to occupancy of or keys to the Residence. However, the termination of that person's right of occupancy will not release that person from any and all obligations under this Agreement or any renewal, unless we agree otherwise in writing.
- 46. NO RELEASE.** You will not be released from this Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, or any other reason unless we agree otherwise in writing or unless the Military - Early Termination section above applies. We may grant or withhold consent to a release in our sole discretion.
- 47. OCCUPANTS.** The Residence may be occupied only by the Resident(s) and all other authorized Occupants specified above in the Variable Lease Term section.
- 48. PARKING/GARAGE/VEHICLES.** If parking spaces or garages are assigned, you may park on the Property only in the garage or parking space(s) specified in the Variable Lease Term section. Parking spaces and garages may not be used for operation of a business or as an extension of the living area of the Residence. We reserve the right to temporarily or permanently change your parking space(s) or garage and to assign another to you with 5 days' prior notice to you. We may issue parking stickers or other devices to control parking. If issued, you must use the parking control devices. If specified in the Variable Lease Term section, Garage/Parking Rent is charged for this privilege. Parking spaces (if any) may be used only for parking passenger automobiles or light utility vehicles. Large work trucks or vans, trailers, of any type, and boats are not allowed on the Property. If a parking space or garage has been assigned to you, you must park in it to maximize parking for others. If an exclusive-use garage has been designated for your use, you may use your garage secondarily for storage, but only if it doesn't interfere with your ability to park in the garage. Garage doors must be kept closed and locked unless you are entering or exiting the garage. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is leaking fluids; (C) for non-assigned parking spaces, has not been moved in more than 96 hours; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked accessible space without the legally required Disabled Person Plate or Placard insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks access to a garbage area, entrance, driveway, other parking spaces, or other area; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space; or (O) any other reason allowed by law. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. You will be responsible for oil stains and other damage caused by your vehicles and the vehicles of your Related Parties. Parking is at the risk of the vehicle owner or operator. We will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle or a garage. Parking spaces may not be available for guests or they may be limited in number and location. Tandem parking will be permitted only with our prior written consent. You may install an electric vehicle charging station only with our advanced written consent, which will be granted or withheld in our sole discretion, except as otherwise provided by law. Operate your vehicle safely and limit your vehicle's speed to 5 miles per hour within the Property. You must immediately vacate and remove all vehicles from the Property (a) if you do not pay parking or garage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Residence. Unless otherwise agreed by us, Garage/Parking Rent will be due during the entire term of your tenancy.

PARKING PERMITS: Should a parking permit be required to allow a Resident(s) to park on-site or in a designated parking area;

1. Said permit will be issued by the on-site manager and vehicle information shall be provided to Landlord.
2. Permit must be visibly displayed at all times.
3. Should permit not be displayed or visible then vehicle is subject to be towed from the premises at vehicle owner's expense.

- 49. PETS.** You may not feed stray or wild animals. You may not have any pets at the Residence or on the Property without our prior written consent, which we may withhold in our sole discretion. This prohibition applies to all pets, including "visiting" pets. We grant you permission to keep any pets listed above in the Variable Lease Term section as an "Authorized Pet." If any pets are authorized you agree to follow the following rules for your pet(s):

- Pets may not cause any disturbance that might reasonably annoy neighbors including making noise, creating odors, or leaving waste



on the Property.

- Any damage caused by a pet will be your responsibility and you will be charged to repair it. This includes (but is not limited to) window coverings, carpet cleaning or replacement, damage to walls, flooring, screens and common area landscape.
- Pick up after your pet(s) and properly dispose of all waste. Kitty litter must be placed in a bag before placing it in the trash.
- Use a stain and odor-removing product with enzymes (such as Nature's Miracle) as necessary, and maintain the Residence in a sanitary, odor-free condition. You can determine where the stain and odor-removing product with enzymes must be used by viewing the Residence with a black light.
- If your pet is a cat, keep a scratching post.
- Pets must be licensed and vaccinated in accordance with local laws. You must provide proof if we request it.
- Comply with all local laws and regulations relating to the pets.
- Take action to avoid pest infestations (fleas, etc.) in the Residence and Property.
- You must confine your pet if we or our Related Parties need access to the Residence.
- Pets must remain inside the Residence unless they are under direct control of a responsible person at all times. Dogs must be on a leash when outside of the Residence. You agree to defend, indemnify and save us and Landlord's Related Parties harmless from all loss, claim, damage or liability relating to your pets. Permission to have a pet may be revoked with three days notice for cause.
- You represent to us that the pet is housebroken, has no vicious tendencies or history of threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers. Pets may not be bathed or groomed in the laundry room sinks, pools, or pool area.
- Permission to have a pet may be revoked at any time with three days' notice for cause, or with thirty days notice without cause. You will be asked to remove any pet that bothers others or constitutes a problem (potential or actual) to neighbors or others, as determined in our sole discretion. If you fail to remove your pet after being requested to do so, this will be a material breach of the Agreement, allowing us to terminate your tenancy.

50. POOL/SPA. If the Property has a pool or spa, you may use them only during posted hours. Children under the age of fourteen (14) must have adult supervision in the pool and spa. You may not serve or eat food in or around the pool area at any time without our consent. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. For safety reasons, people should not use the pool and/or spa alone, should not dive into the pool (unless off of a diving board) or spa, and no intoxicated persons may use the pool or spa. Be considerate of others. Don't be excessively noisy or rowdy or wear excessively revealing clothing. Please shower before using the pool and spa. Do not use inner tubes, rafts or any other personal items or objects in the pool if they disturb others (with the exception of personal floatation devices for persons who cannot swim). Incontinent people using the pool must use waterproof pants. Use the pool safety equipment only in case of emergency. **NO LIFEGUARD WILL BE ON DUTY.** People use the pool and spa at their own risk. We will not be responsible for accident or injury, or articles that are lost, damaged or stolen.

51. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD. You must obey all posted signs on the Property and instructions from us.

52. POSTING FLYERS. Flyers may be posted only in designated areas, if any. If flyers are allowed to be posted, we may remove any commercial or offensive material, or material not in keeping with the nature of the Property, as determined in our sole discretion.

53. REPRESENTATIONS OF RESIDENT. You warrant that all statements in your rental application and other documents submitted by you to us (whether previously or in the future) are accurate. If they are not, this will be a non-curable breach of this Agreement and we may terminate your tenancy.

54. SATELLITE DISHES AND ANTENNA. You may install a satellite dish or antenna for personal, private use under the following conditions:

- It must be one meter (39 inches) or less in diameter;
- It may only be installed in the Residence in areas within your exclusive control. No part may extend beyond a balcony or patio railing. It may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways. Note that allowable locations may not provide an optimal signal, or any signal. We do not warrant that the Residence will provide a suitable location for receiving a signal.
- You may not make physical modifications to the Property and may not cause physical or structural damage to the Property. No holes may be drilled anywhere on the Property, especially through exterior walls or the roof. If a satellite dish or antenna is placed in a permitted area outside the Residence, it must be safely secured by one of the three methods: (a) securely attached to a portable, heavy object; (b) clamping it to a part of the building's exterior that lies within your leased premises (such as an exclusive use balcony or patio railing) or (c) any other method approved by us. No other methods are allowed. We may require that you block a satellite dish or antenna with plants, etc., so long as it does not impair your reception.
- You must install, maintain and remove it in a manner consistent with industry standards and you will be liable for any damage or injury caused by the installation, maintenance or removal.
- You must move it at your expense, upon our request, for Residence or Property maintenance or repairs.
- Satellite dish/antenna installation: (a) must comply with reasonable safety standards; (b) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Landlord's telecommunication systems, and may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle provided in resident's dwelling.
- If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only

by running a "flat" cable under a door or window in a manner that does not physically or aesthetically alter the premises and does not interfere with proper operation of the door or window.

- 55. SECURITY.** The Property is not a full security property and we do not guarantee or warrant your personal security or safety. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests or contractors in the Property. We have no duty to provide security services or devices other than the duty to provide (a) an operable dead bolt lock on each main swinging entry door of the Residence and (b) operable window security or locking devices for windows designed to be opened (except for louvered windows, casement windows and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof, or other platform). After you take possession of the Residence, we will have no obligation or duty to inspect, test or repair any lock or other security device unless you request us to do so in writing. Any cautionary measures that we take (whether applicant screening, security devices or courtesy patrol services) which may presently exist or later be installed on the Property are neither a guarantee nor warranty against criminal acts of others on the Property or otherwise. Your personal safety and security are your personal responsibility. If criminal activity occurs, contact the appropriate law enforcement agency. You may not install security devices (such as security cameras or video doorbells) that capture images and sounds outside the Residence without our permission (which may be granted or withheld in our sole discretion).
- 56. SIGNS.** We retain the right to place For Sale/For Rent signs on the Residence.
- 57. SMOKE AND CARBON MONOXIDE DETECTION.** The Residence is equipped with a functioning smoke detection device(s), and may be equipped with a functioning carbon monoxide detector. You must test the device(s) weekly and immediately report any repair needs to us.
- 58. SMOKE FREE AREAS.** The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette or other similar lighted product (whether tobacco, marijuana, or any other substance) in any manner or in any form. You and your Related Parties may not smoke anywhere in the designated smoke-free areas, described in the Variable Lease Term section. You must inform your Related Parties of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but may not evict another resident. We will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of this Agreement and grounds for immediate termination of this Agreement and your tenancy. Neither we nor our Related Parties guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of you or your Related Parties. We make no implied or express warranties that the Residence or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free depend on voluntary compliance by you and others. We reserve the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.
- 59. STORAGE.** If specified above in the Variable Lease Term section, a separate storage area is provided to you. If specified, Storage Rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding (a) any potentially dangerous, flammable, hazardous or toxic property or materials, and (b) any firearms or ammunition. We reserve the right to assign to you another storage space with 5 days prior notice to you. You must vacate and remove stored property (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date you vacate the Residence. Unless we otherwise agree, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and we may dispose of it as allowed by law.
- 60. TELEPHONES.** We will comply with California law by providing at least one usable telephone jack and maintaining the telephone wiring inside the Residence in good working condition. There may be multiple telephone service providers in the area where the Residence is located. Providers may vary in the services provided and fees charged for connection and/or other charges in service. Some service providers may charge fees of \$120.00 or more to change telephone service from another company to their own. We make no representation regarding which service provider, if any, provided service to prior Residents. Our obligation to maintain inside wiring does not include liability for fees to cross-connect to activate service. You are responsible to arrange all service connections and pay any and all fees associated with the service.
- 61. TEMPORARY RELOCATION.** You agree, at our demand, to temporarily vacate the Residence for a reasonable period and for reasonable purpose, including fumigation, Residence testing/inspection, or repairs. You must comply with all instructions necessary to prepare the Residence for fumigation, testing/inspection or repair. If you must vacate, you will be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Residence, and only if you must vacate for more than 12 hours, and only if you did not cause or exacerbate the condition requiring you to vacate, and only if we do not provide you with alternate housing.
- 62. USE.** The Residence may be used as a personal residence only and not for any business or commercial use (except child care as specified by law). However, you may maintain a personal home office if the home office use does not involve (1) people coming to the Residence for business purposes, or (2) selling goods or services from the Residence. You may not conduct any auction, garage sale, yard sale or similar activities in the Residence or in the Common Areas.
- 63. UTILITIES.** Details about utilities, (including information about who is responsible for the cost of each utility), are specified in the Variable Lease Term section. If it is specified that you will contract directly with the utility provider, you must do so before move-in to avoid an interruption of services. If electricity, natural gas, water or sewer services have been discontinued, occupancy of the Residence is hazardous and will be a breach of this Agreement. Billing statements provided by us or by our billing service must be paid

_____ . If you don't pay utility-related charges when they are due, we may discontinue providing the utility to you (if allowed by law), and your failure will be a material breach of this Agreement. We reserve the right to change utility billing service providers. If we do, you will be notified in writing. You will be responsible for utilities designated as being your responsibility consumed during your occupancy beginning on the date of delivery of possession until we reacquire possession of the Residence. If you breach this Agreement by vacating the Residence before the end of the term, you will also be responsible for utility-related charges until the earlier of the Termination Date or until the Residence is re-rented. The due date for Rent and the due date for utility-related charges may not coincide. You may use only normal household amounts of any utilities that are not placed in your name and you may not use them for business, commercials or fee-generating purposes. You must comply with all utility conservation (whether implemented by governmental agencies, water providers or us) we implement and if you fail to do so, this will be a material violation of this Agreement allowing us to terminate your tenancy. You will be responsible for any fines or charges we incur because of your failure. You must pay charges for utilities you consume, even if they have not been invoiced before you vacate the Residence. Any obligation that remains unpaid, including amounts that have not yet been invoiced when we reacquire possession, may be deducted from your Security Deposit. If actual amounts have not been determined before we provide an accounting of your Security Deposit, we may estimate the amount until actual numbers become available. Any billings based on submeter readings will itemize the beginning and ending meter readings, the rate charged to you, and all categories of information that appear within the utility's standard billing format to us. We reserve the right to modify the method by which utilities are provided to the Residence or billed to you during your tenancy. If we are billed for utility services which are your responsibility, you must repay us for the charges within 10 days of our demand for payment. You may not disturb, tamper, adjust, or disconnect any submetering device or system. We may estimate your consumption if your submeter is broken or does not transmit a meter reading or if we have not received invoices from the utility provider in time to prepare your invoice. We are not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to your Residence not reasonably within our control. Common area utilities are for our use only; you may not use them for your personal use.

64. WEAR AND TEAR. The actual cost of repairing any Resident caused damage shall be the total responsibility of Resident. To the extent necessary to make the Residence as clean as it was when Resident moved in, the total actual cost of cleaning the carpet, window coverings and general cleaning shall be the total responsibility of Resident. Landlords' guideline for painting charges will be an allocation calculated by using a twenty four (24) month useful life period. For a tenancy of six (6) months or less, the total cost for painting will be charged. For tenancy over six (6) months, the calculation for charges will be twenty four (24) months minus the number of full months of tenancy, multiplied by the total cost divided by (24). This guideline is suggested in the California Department of Consumer Affairs Guide to Tenants' and Landlords'.

65. WINDOW COVERINGS. If we provide window coverings, you must use them. If we do not provide window coverings, any window treatments you install must appear white to the outside. Do not use sheets, blankets, foil, etc., in place of draperies or blinds. Do not place objects on a window sill which are visible from the outside.

66. WATERBEDS AND AQUARIUMS. Waterbeds and aquariums are permitted only under certain conditions and with our written permission which will be provided in accordance with California law. Additionally, permission may be conditioned on insurance protecting us, an increase in the security deposit equal to one-half month's Base Rent, and installation and maintenance in accordance with industry standards.

F. DISCLOSURES AND NOTICES:

67. ASBESTOS. Asbestos is known to cause cancer. Any knowledge or records we have of asbestos in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Disturbing or damaging asbestos containing materials may increase the potential exposure to asbestos. Do not pierce or damage asbestos containing material. Notify us immediately in writing if there is any damage to or deterioration of the asbestos containing materials.

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

Any knowledge that we have of lead-based paint and/or lead-based paint hazards in the Residence or Property is specified in the Variable Lease Term section of this Agreement. Any available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property are identified. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet *Protect Your Family From Lead In Your Home* available at www2.epa.gov/sites/production/files/documents/pyf_brochure_landscape_color_1-16-13_0.pdf and that the reports or records have been made available for your review.

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

G. BREACHES AND REMEDIES:

70. RESIDENT DEFAULT. Your right to remain in possession of the Residence is conditioned on your timely and full performance of each of your obligations under this Agreement and applicable law. You will be in material default under the Agreement:

- If you abandon or vacate the Residence;

- If you fail to pay Rent, or any other charge required to be paid by you, as and when due;
- If you breach any other obligation under this Agreement or applicable law;
- If you have supplied any false or misleading information to us on a rental application or otherwise. This type of default is non-curable.

71. REMEDIES. If you default, we may elect to terminate your rights under this Agreement, and recover from you all damages we incur as a result of the default, including the cost of recovering possession of the Residence, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Residence, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided.

72. CUMULATIVE REMEDIES. All remedies specified in this Agreement for noncompliance are cumulative.

73. CREDIT. A negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligations under this Agreement.

74. DAMAGES FOR FAILURE TO VACATE. If you fail to completely vacate the Residence when required, you will be liable for all resulting losses suffered by us including but not limited to, future resident losses, lost Rent and other amounts due, legal costs and other expenses.

75. ATTORNEY FEES. In any legal action brought by either party to enforce this Agreement or relating to the Residence, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorney fees, expert witness and consultant fees, and costs and expenses. If an Attorney's Fee Cap is specified in the Variable Lease Term section, attorney's fees awarded by a court may not exceed that amount. We will be entitled to reasonable attorneys' fees and all other costs incurred preparing and serving notices to you (and/or consultations with attorneys in connection with preparing and serving notices), whether or not legal action is brought in connection with the default. Additionally, you must pay all collection-agency fees we incur if you fail to pay all sums due within 10 days after we mail you your security deposit accounting or other demand for payment.

Tenant Resource Guide: Landlord recommends California Tenants Guidebook available at <http://www.dca.ca.gov/publications/landlordbook/> to help save you time in understanding your rights.

H. AGREEMENT INTERPRETATION:

76. AGREEMENT. The submission of this Agreement to you for examination and/or execution does not constitute an option or offer. This Agreement will not be effective until signed and delivered by all parties or until we deliver possession of the Residence to you, whichever occurs first.

77. AMENDMENT. This Agreement may not be amended or altered except by a written agreement, signed by you and us.

78. CONSTRUCTION. The singular form will include plural, and visa versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

79. INTEGRATION. This Agreement and the documents referenced in it constitute the entire agreement between the parties, which supersedes all prior and contemporaneous negotiations, agreements, promises and representations.

80. PARTIAL INVALIDITY. If any portion of this Agreement is unenforceable or invalid it will have no effect, but all the remaining provisions of this Agreement will remain in full force.

81. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of you and us.

82. TIME IS OF THE ESSENCE. Time is of the essence as to each obligation to be performed under this Agreement.


83. VERBAL REPRESENTATIONS. You agree that we have not made any oral promises, representations, or agreements not contained within this written Agreement.

84. WAIVER. Our failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of our right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties. If any invoice, ledger or accounting we prepare is inaccurate, the inaccuracy will not be a waiver, and you will be obligated to pay the amount in this Agreement.



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


Note that this Agreement may automatically continue as a tenancy from month-to-month after the Termination Date. See paragraph C3 above.



Signed by Tory E. Harding
Wed Jun 16 2021 02:13:36 PM PDT
Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding


Date



Signed by A.J. Bess
Fri Jun 25 2021 11:58:00 AM PDT
Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date



Signed by Brian Gallagher
Sun Jun 20 2021 08:07:20 AM PDT
Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher

Date



BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated July 1, 2021 between Torrey Pines Property Mgmt., Inc. (TPPM) "Landlord" and Tory E. Harding and Brian Gallagher "Resident" for the premises located at 7005 La Jolla Blvd #1, La Jolla, CA 92037

It is our goal to maintain the highest quality living environment for our Residents. The Landlord has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.



(Resident Initials)

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

1. Resident shall practice good housekeeping, including the following:
 - Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Resident shall **cover mattresses and box springs with zippered, vinyl coverings** that are impermeable to bedbugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Resident shall avoid **using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the Electronics, Appliance, or Furniture Company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside.
2. Resident shall report any problems immediately. Specifically, Resident shall:
 - **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Resident shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident agrees to comply with the recommendations from the pest management professional, including:

- **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- **Checking mattresses carefully**; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



Owner/Agent - TPPM:



Resident:



- **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - **Vacuuming floors,** including inside closets. Pay special attention to corners, cracks, and dark places.
 - **Vacuuming all furniture,** including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
 - **Cleaning all machine-washable bedding drapes, clothing, etc.** Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - **Moving furniture toward the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregated, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Resident may sustain or incur as a result of experiencing a bed bug infestation.

Additionally, Resident agrees to reimburse Landlord for any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Landlord may sustain or incur should it be determined that Resident is the cause for the bed bug infestation.

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



Signed by Tory E. Harding

Wed Jun 16 2021 02:13:56 PM PDT

Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)

Date



Signed by Brian Gallagher

Sun Jun 20 2021 08:07:43 AM PDT

Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date

NOTE: FOR INFORMATION ABOUT BEDBUG IDENTIFICATION AND INFESTATION, PLEASE VISIT:

<http://www.cdph.ca.gov/HealthInfo/discond/Documents/bedbugsbite.pdf>

NON-SMOKING ADDENDUM

Resident(s): Tory E. Harding and Brian Gallagher
 Owner/Agent: Torrey Pines Property Mgmt., Inc. (TPPM)
 Leased Premises: LO1 7005 La Jolla Blvd Unit #: 1
 City: La Jolla State: CA Zip: 92037

Due to a desire to maintain a healthy environment in and around the Premises, as well as limit the increased maintenance and cleaning costs caused by tobacco smoke, Resident and Owner/Agent agree to incorporate this Non-Smoking Addendum ("Addendum") into the rental agreement ("Rental Agreement") currently in existence or renewed on this day between Resident and Owner/Agent.

DEFINITION OF SMOKING: Smoking for the purposes of this Addendum, means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, e-cigarette or other similar lighted product (whether tobacco, marijuana, or any other substance) in any manner or in any form.

LIMITATIONS ON SMOKING: Smoking is limited or prohibited per this Addendum in the Premises as follows (Check the one that applies):

- ☒ Smoking is prohibited everywhere in the complex in which the Premises is located, including, but not limited to, all common areas, elevators, offices, stairwells, all residential units, patios, porches, entryways, and adjoining grounds of the complex.
- ☐ Smoking is prohibited in all areas of the complex, including all rental units, except the following designated areas of the complex where smoking is allowed:

RESPONSIBILITY OF RESIDENT: Resident acknowledges and agrees to comply with the rules regarding smoking in this Non-Smoking Addendum and agrees to notify any occupants, guests or visitors of Resident, including service personnel, of these rules. Resident understands that he/she is responsible for ensuring compliance of these non-smoking rules by Resident's occupants, visitors and guests. Resident understands that Owner/Agent's ability to enforce these non-smoking rules is dependent on Resident's compliance and assistance.

NOTIFICATION OF VIOLATIONS: Resident agrees to notify Owner/Agent in writing, signed and dated if he/she witnesses any violation of this Non-Smoking Addendum by any other individuals, Residents or guests on the Premises.

SIGNS: (fill-out if applicable) Signs regarding the no-smoking policy stated in this Addendum are posted in the complex as follows:

DISCLAIMER/NON-GUARANTEE OF SMOKE-FREE ENVIRONMENT: Owner/Agent and Resident agree that the no-smoking policy stated in this Non-Smoking Addendum is not intended to be and will not be established as any guarantee by Owner/Agent to Resident, guests or individuals on Premises of any air quality standard or reduced health risks. The adoption of this no-smoking policy and any enforcement hereof shall not in any way change or increase Owner/Agent's responsibilities under landlord tenant law, including but not limited to, any increase in liability regarding a warranty of habitability, quiet enjoyment or any other duty of care that may or may not be owed to Resident, guests, invitees or individuals on the Premises. Owner/Agent expressly denies/disclaims any implied or express warranties that any area of the Premises, complex or surrounding areas will have improved air quality, increased health benefits or decreased second hand smoke risks. There are no guarantees of reduction of second hand smoke or other health benefits from the enforcement or application of this policy.

ENFORCEMENT: Owner/Agent will enforce the no-smoking policy stated in this Addendum to the best of its ability when Owner/Agent has been actually notified of a violation of this policy, via written notice, signed and dated.

EFFECT OF BREACH OF NO-SMOKING RULE: If Resident breaches the no-smoking policy contained in this Addendum, Owner/Agent has the right to issue notice of termination of tenancy on these grounds alone. A violation of this no smoking policy and this Addendum will be considered a substantial and material breach of Resident's lease or Rental Agreement. In addition, Resident will be responsible for all costs associated with the removal of damage relating to smoke odor or residue.


EXISTING RESIDENTS ON A LEASE: Resident acknowledges that some of the current residents residing in the complex are still under a prior lease, which will not be immediately required to be effected by the terms of this Addendum. As these current residents move out or as their leases are renewed, this no smoking policy will go into effect for them.






By signing below, Resident acknowledges that it is a material breach of the Rental Agreement to violate any of the above-stated rules regarding smoking while on the Premises or in the complex. By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.




Signed by Tory E. Harding
Wed Jun 16 2021 02:14:18 PM PDT
Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)Date



Signed by Brian Gallagher
Sun Jun 20 2021 08:07:59 AM PDT
Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)Date



Signed by A.J. Bess
Fri Jun 25 2021 11:58:00 AM PDT
Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)Date

ADDENDUM - NOTICE AND DISCLOSURE REGARDING USE OF AMENITIES AND RISK OF EXPOSURE TO PATHOGENS, INCLUDING COVID-19

Given the easing of government restrictions in response to the novel coronavirus (COVID-19) pandemic and requests from residents, this community has made certain amenities and recreational facilities available for use by residents subject to the below acknowledgment and release. The community reserves the right to re-close all such amenities and recreational facilities at any time for any reason (including COVID-19 related concerns), in the community's sole discretion, without notice. Resident(s) shall not be entitled to any compensation, discount, or rebate if the community changes, closes, or limits the availability of an amenity or recreational facility.

Resident acknowledges that the amenities are an unmonitored location. Resident acknowledges that the use of amenities and recreational facilities at the community could expose Resident to viruses or bacteria that could result in an infection, ailment or death ("Pathogens"). Resident shall comply with and be self-aware of all government guidelines, ordinances and recommendations relating to the mitigation or prevention of the spread of Pathogens. **Resident assumes the risks of Pathogens, infection, ailment, personal injury, death and property damage relating to Resident's use of the amenities at the community. Resident, on behalf of themselves, their occupants, invitees, guests, and their respective heirs, successors, assigns, estates, and legal representatives, shall hold harmless, indemnify, defend and release Owner from any claims, allegations, actions, damages, losses, or liabilities, whether or not foreseeable, that Resident may have against Owner that is in any way related to such use or Pathogens. The term "Owner" means and includes all of the following persons: (a) Any of the Owner's current or former officers, directors, partners, agents, employees, representatives, owners, shareholders, successors, and/or assigns; (b) Any of the Owner's current or former parent companies, subsidiaries, or affiliated companies, including without limitation agents for Owner to include Torrey Pines Property Management, Inc., and their current or former officers, directors, partners, agents, employees, representatives, owners, shareholders, successors, and/or assigns of any of them; and (c) Any of the Owner's current or former clients, investors, and their respective affiliated entities. Each Owner is a third-party beneficiary of the rights and obligations created by this Agreement and is entitled to enforce this Agreement with respect to the Claims.**

Please sign and date in the space provided below to reflect your agreement to the above terms.



Signed by Tory E. Harding

Wed Jun 16 2021 02:14:28 PM PDT

Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)

Date



Signed by Brian Gallagher

Sun Jun 20 2021 08:08:11 AM PDT

Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date



Signed by A.J. Bess

Fri Jun 25 2021 11:58:00 AM PDT

Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date

PARKING AGREEMENT

Name
Tory E. Harding and Brian Gallagher
Address
7005 La Jolla Blvd, La Jolla, CA 92037
Apt.
1

This agreement is part of the Residential Lease/Rental Agreement and is in consideration of the above stated Residents promise and agree to the following terms and conditions set forth regarding the complex parking lot(s). Parking lot spaces(s) have assigned numbers. Numbers assigned to Resident: **Garage**.


1. **TERMS:** The term of this agreement shall begin on **July 1, 2021** and continuing until the earliest to occur of the following:
 - a. Termination of Tenant's residency of the Premises described in the Residential Lease/Rental Agreement;
 - b. thirty (30) days advance written notice by either party of Termination of this Parking Agreement;
 - c. Resident's failure to pay parking space fees when due; or
 - d. until terminated as otherwise allowed by law.
2. **RENT:** Resident agrees to pay **\$0.00** rent per month payable on or before the first day of each month. If payment is received after the **1st** of the month there may be a late charge assessed. Resident will be charged **\$25.00** for all returned checks.
3. **ASSIGNMENT/SUBLEASING:** Resident's interest in the parking space and this agreement may not be assigned, sublet or otherwise transferred. Any assignment, subletting or transfer (whether by Resident's voluntary act, operation of law, or otherwise), will be void, and Landlord may elect to treat it as a non-curable breach of this agreement.
4. **PERSONAL PROPERTY INSURANCE:** Resident's personal property is not insured by Owner/Agent. Parking is at the risk of the vehicle owner or operator. Landlord will have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle. To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's affiliates, employees and agents, resulting from use of the parking area and other common area amenities, even if caused by the negligence of Landlord and Landlord's affiliates, employees and agents. To the extent allowed by law, use of the common area amenities is at the sole risk of Resident, Occupants, Resident's guests and agents.
5. **MAINTENANCE:** Resident must maintain parking area in a clean and orderly fashion. No vehicles or other equipment that leaks fluid may be parked/stored in complex parking areas. No derelict vehicles are allowed in parking area. Residents may not repair or clean vehicles in parking area at any time or anywhere in or around the complex. Resident may be held liable for any and all cost incurred to clean/repair/replace any or all items/property damaged in, on or around said parking area. No items such as, but not limited to: furniture, tires, kayaks, jet skis, trailer, etc. No flammable or dangerous materials shall be stored in parking areas at any time.
6. **REGULATIONS:** Resident must obey all posted speed limit signs in any parking area and drive cautiously whenever on the premises. Resident must have current registration and insurance on any and all vehicles allowed to park on the premises. Management may require proof of registration and/or insurance. If none is provided, management has the right to immediately suspend use of the assigned parking space(s). No tandem parking is allowed.
7. **PARKING PERMITS:** Should a parking permit be required to allow a Resident to park on-site or in a designated parking area;
 1. Said permit will be issued by the on-site manager and vehicle information shall be provided to Landlord.
 2. Permit must be visibly displayed at all times.
 3. Should permit not be displayed or visible then vehicle is subject to be towed from the premises at vehicle owner's expense.
8. **TOWING:** If any unauthorized vehicle is parked on/in Residents assigned parking space, it is the Residents responsibility to notify management for assistance. Residents may not authorize towing of any vehicles from the complex. If a space assigned to Resident is occupied by an unauthorized vehicle, Resident agrees not to park in any other assigned parking space, even temporarily. Resident agrees to park on the street until the situation is resolved. Only the Residents named in the Residential Lease/Rental Agreement may contact management regarding their parking space and problems. Only management can authorize towing of vehicles from the complex. In the event that you need assistance with your parking situation, please contact management at **(858) 454-4200**.
9. **ACTIVITIES:** The parking lots are not to be used for ANY recreational type of activities such as (but not limited to) skateboarding, ball playing, bike riding, scooter riding, rollerblading, etc. .





10. Landlord reserves the right to temporarily or permanently change Resident's parking space(s) and to assign another with 7 days prior notice to Resident.
11. A breach of this Agreement will be deemed a breach under the Lease and may result in termination of Resident's rights under the Residential Lease/Rental Agreement and this Agreement. Alternatively, Landlord has the right to terminate Resident's parking privilege rights without affecting the Lease.


The parties herto acknowledge this Agreement and have read each and every provision of the Agreement and agree to abide by the obligations created hereunder.



Signed by Tory E. Harding
Wed Jun 16 2021 02:14:54 PM PDT
Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)


Date



Signed by A.J. Bess
Fri Jun 25 2021 11:58:01 AM PDT
Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date



Signed by Brian Gallagher
Sun Jun 20 2021 08:08:30 AM PDT
Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date

NOTICE OF PERIODIC PEST CONTROL SERVICES

All General Pest Control Services are Provided by:

Ribbit Pest Control, Inc.

479 West Douglas Avenue, El Cajon CA 92020

(619) 593-8188

john@ribbitpest.com

Dear Tenant,

It is our duty to inform you of the periodic pest control services we provide. As a measure of preventive maintenance to the exterior perimeter of our property, we have contracted with the above pest control company to perform, maintain, and control common pest from entering our apartment buildings. We are hereby notifying you of the frequency of the exterior service.

The outside common areas are treated as follows: **Monthly (monthly)**

Any inside service will be by request of the tenant, or by management. The above pest control company is registered, licensed, and bonded to perform pest control services by the State of California.

Date of Notice Given: **June 16, 2021**

State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risk if proper use conditions are followed or that the risk are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness to the flu, contact your physician or poison control center at: 1-800-876-4766, and your Pest Control Company immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding: Anticoagulant reaction.

For further information, contact any of the following:

- **Ribbit Pest Control, Inc.** Phone: **(619) 593-8188** Email: **john@ribbitpest.com**
- For Health Questions: San Diego Health Department 619-338-2222
- For Application Information: San Diego County Agriculture Commissioner: 760-339-4314
- For Regulatory Information: The Structural Pest Control Board: 1418 Howe Ave. Suite 18, Sacramento, CA. 95825 Phone Number: 916-263-2544
- All persons with unusual health situations (i.e. allergies, pregnancy, etc) should check with their doctor concerning individual re-entry.

RENT CONTROL AND JUST CAUSE ADDENDUM

This document is an addendum and is part of the Rental/Lease Agreement, dated **June 16, 2021** between **Torrey Pines Property Mgmt., Inc. (TPPM)** (Owner/Agent) and **Tory E. Harding and Brian Gallagher**, (Resident) for the premises located at **7005 La Jolla Blvd #1, La Jolla, CA 92037**.

If Civil Code §1946.2 or 1947.12 apply to this tenancy:

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

Landlord may terminate Resident's tenancy after expiration of any term if Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the Premises.

☐ (If checked) This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

☐ (If checked) The Premises are not currently subject to the rent limits imposed by Section 1947.12 of the Civil Code and are not subject to the just cause requirements of Section 1946.2 of the Civil Code because the Premises were issued a certificate of occupancy within the previous 15 years.

☐ (If checked) The affordable housing units in the complex are not subject to the rent limits imposed by Section 1947.12 of the Civil Code and are not subject to the just cause requirements of Section 1946.2 of the Civil Code because they are restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Health & Safety Code §50093, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Health & Safety Code §50093 or comparable federal statutes.

The undersigned Resident acknowledges having read the foregoing and agrees to its terms.



Signed by Tory E. Harding

Wed Jun 16 2021 02:15:26 PM PDT

Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)

Date



Signed by Brian Gallagher

Sun Jun 20 2021 08:08:55 AM PDT

Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date



Signed by A.J. Bess

Fri Jun 25 2021 11:58:01 AM PDT

Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date



Owner/Agent - TPPM:



Resident:



Information provided by
Ribbit Pest Control, Inc.
 479 West Douglas Avenue
 El Cajon, California 92020 (619)593-8188

Pesticides and their Active Ingredients

Pesticide	Active ingredient	Pesticide	Active ingredient	Pesticide	Active ingredient
Dragnet	Permethrin	Wasp Freeze	D-Trans-Allethrin	Maxforce FC Magnum	Fipronil
Permethrin SFR	Permethrin	CB Wasp & Hornet	Tetramethrin	Maxforce FC Select	Fipronil
Delta Dust	Deltamethrin	CB 80 Extra	Pyrethrins	Maxforce Quantum	Imidacloprid
Termidor SC	Fipronil	Bedlam Bed Bug	3-phenoxybenzyl	Advion Ant Bait Arena	Indoxacarb
TaurusSC	Fipronil	Ultracide Flea	Pyriproxyfen	Temprid SC	Imidacloprid
Advion Roach Bait Gel	Indoxacarb	Phantom	Chlorfenapyr	Optigaurd Flex	Thiamethoxam
Alpine Dust	Dinotefuran	CB Green line drain foam	Non listed	DuPont Arilon	Indoxacarb
Cynoff Dust	Zeta-Cypermethrin	Invade Hot Spot Foam	Non listed	Brigand Rodenticide	Bromadiolone
Precore 2000	Permethrin	Zenprox EC	Etofenprox	Eaton's Bait Block	Diphacinone
Drione	Pyrethrins	Max force fly spot bait	Imidacloprid	Suspend Polyzone	Deltamethrin

Target Pests

Ants	Carpet Beetles	Earwigs	Jerusalem Crickets	Pillbugs	Spiders
Bed Bugs	Centipedes	Firebrats	Mice	Psocids	Stickbugs
Bees	Cockroaches	Fleas	Millipedes	Rats	Stinkbugs
Beetles	Crane Flies	Flies	Mites	Scorpions	Ticks
Boxelder Bugs	Crickets	Gnats	Moths	Silverfish	Wasp
Carpenter Bees	DrainFlies	Hornets	Pantry Pest	Sowbugs	Weevils

Notice of Periodic Pest Control Service

It is our duty to inform you that the management of these premises have a service agreement with Ribbit Pest Control to provide general pest control services to this property and for our tenants. As a measure of preventative maintenance against structural pest, the exterior of these premises may or may not have a regular periodic service to the exterior. If indeed the exterior is serviced regularly, then the service cycle is either: ☒ weekly ☐ bi-weekly ☐ monthly ☐ bi-monthly ☐ quarterly

In rare cases the service is: ☐ tri-annual ☐ bi-annual ☐ annual. Please check with your manager or Ribbit Pest Control regarding specific service cycles to this property. In either case, any additional request for pest control service shall be made through your property manager.

Date of Notice given: July 1, 2021



Signed by Tory E. Harding

Wed Jun 16 2021 02:15:34 PM PDT
 Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)

Date



Signed by Brian Gallagher

Sun Jun 20 2021 08:09:06 AM PDT
 Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date



Signed by A.J. Bess

Fri Jun 25 2021 11:58:01 AM PDT
 Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date

State law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation (DPR) and the United States Environmental Protection Agency (EPA). Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risk if proper use conditions are followed or that the risk are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. "If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center at: 1-800-876-4766 and your pest control company immediately." If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding: Anticoagulant reaction. "For further information, contact any of the following: Ribbit Pest Control 619-593-8188 ribbitpestcontrol.com; for Health Questions-the San Diego County Health Department 619-338-2222 or 619-515-6770; for Application Information-the San Diego County Department of Agriculture, Weights and Measures 858-694-2739 and for Regulatory Information-the Structural Pest Control Board 916-561-8700, 2005 Evergreen Street, Suite 1500, Sacramento, CA. 95815. All persons with unusual health situations (i.e. allergies, pregnancy, etc.) should check with their doctor concerning individual re-entry.

This form with its content and format is for the sole use of our customers. Unauthorized usage is strictly prohibited. Form 2012-a



Owner/Agent - TPPM:





Resident:



SMOKE AND CARBON MONOXIDE DETECTION DEVICE AGREEMENT

This document is an Addendum and is part of the Rental/Lease Agreement, dated **July 1, 2021** between **Torrey Pines Property Mgmt., Inc. (TPPM)** (Owner/Agent) and **Tory E. Harding and Brian Gallagher**, (Resident) for the premises located at **7005 La Jolla Blvd #1, La Jolla, CA 92037**.

1. The premises is equipped with a smoke detection device(s) and may be equipped with a carbon monoxide detection device(s).
2. Resident acknowledges the smoke detection device(s) and carbon monoxide detection device(s), if equipped, was/were operating properly at time of occupancy.
3. Per the Lease Agreement, Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke or carbon monoxide detection device(s) is/are operating properly.
4.   Initial **ONLY IF BATTERY OPERATED**.

By initialing as provided, each Resident understands that said smoke detection device(s) and carbon monoxide detection device(s) is a battery-operated unit and it shall be each Resident's responsibility to:

- a. ensure that the battery is in operating condition at all times;
 - b. replace the battery as needed (unless otherwise provided by law); and
 - c. if, after replacing the battery, the smoke detector(s) or carbon monoxide detection device(s) do not work, inform the Owner/Agent immediately in writing of the inoperative devices.
5. Resident must inform Owner/Agent immediately in writing if Resident discovers any defect, malfunction or failure of a smoke or carbon monoxide detection device.
 6. In accordance with California law, Resident shall allow Owner/Agent access to the premises for the purpose of making repairs to smoke or carbon monoxide detection device(s).

Owner/Agent will inspect the smoke and carbon monoxide detection device(s) at its discretion. Proper notice shall be provided to Resident in accordance with California law. Should Resident deny access to Owner/Agent or its Technician, Resident will incur a fee to reschedule the inspection. The fee will be based on the charge incurred by Owner/Agent for the rescheduled visit to complete the inspection.

The undersigned Resident acknowledges having read the foregoing and agrees to its terms.



Signed by Tory E. Harding

Wed Jun 16 2021 02:15:49 PM PDT

Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)

Date



Signed by Brian Gallagher

Sun Jun 20 2021 08:09:59 AM PDT

Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date



Signed by A.J. Bess

Fri Jun 25 2021 11:58:01 AM PDT

Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date

RESIDENT CHANGE POLICY

1. Final acceptance of a resident change requires approval of new resident(s) and a fully executed Lease Amendment to the Lease Agreement or new Lease Agreement has been signed by all parties.
2. Resident changes are only allowed for Lease Agreements that have all financial obligations current and have no other outstanding issues.
3. A one time administrative fee of **\$100.00** will be charged to process a resident change and will be due upon approval of the new resident(s). The administrative fee will be charged for any type of early termination of the agreed upon lease term.
4. The new prospective resident(s) must fill out an APPLICATION TO RENT FORM and the required **\$28.00** per application fee is excluded from the administrative fee.
5. Only approved applications will be considered for a resident change.
6. Once a resident change has been approved, a Lease Amendment will be drafted that removes the vacating resident(s) and adds the new resident(s) to the Lease Agreement.
7. The new resident(s) will assume the vacating resident's right to the security deposit. Any transfer of security deposit funds must be worked out between the new resident(s), vacating resident(s) and the remaining resident(s). The new resident(s) takes on the obligation of returning the apartment to the condition documented at the on-set of the original Lease Agreement.
8. Torrey Pines Property Management cannot assess any charges to the security deposit unless the premises are completely vacated and formal possession returned to our control.
9. Once approved and all residents have signed the Lease Amendment, a fully signed copy of the Lease Amendment will be returned to all parties.
10. All Parties to the Lease Agreement remain jointly and severally liable to all Terms and Conditions of the Lease Agreement unless released in writing by Torrey Pines Property Management.



Signed by Tory E. Harding

Wed Jun 16 2021 02:15:55 PM PDT

Key: 281D477B; IP Address: 66.75.56.227

Tory E. Harding (Resident)

Date



Signed by Brian Gallagher

Sun Jun 20 2021 08:10:17 AM PDT

Key: 0E65D404; IP Address: 108.92.30.107

Brian Gallagher (Resident)

Date



Signed by A.J. Bess

Fri Jun 25 2021 11:58:01 AM PDT

Key: 100A1CB4; IP Address: 173.196.56.82

(Owner/Agent - TPPM)

Date



Owner/Agent - TPPM:



Resident:



CARE & MAINTENANCE

Refinished Surfaces within Your Home

Recommended Cleaners:		
Mr. Clean 409 Fantastic Bathroom Duck	Dish Washing Soaps SCRUBBING BUBBLES Dow Lysol Basin & Tile Cleaner	Lysol Power & Free All chemical free cleaners (eco) friendly All-purpose cleaners

Prohibited Cleaners:		
Ammonia / Chemicals Containing Ammonia Ajax / Comet Clorox / Chlorine / Bleach Lysol Disinfectant Cleaners	Soft Scrub Aerosol Cleaners Fingernail Polish Remover Acetone	Harsh Abrasives Acids Dyes or Inks

Please DO NOT Use:		
Mats with suction cups or adhesives Steel Wool/Wire Brushes or SOS Pads		

Protect Surfaces From:		
Cosmetics Hair Dyes Perfumes / Colognes Liquid Drain Liquids	Tile & Grout Cleaners / Sealers Wax Hot Liquids / Chemicals / Oils All Foreign Chemicals to Surface	Heavy Object Being Dropped Hot Pots or Pans or Hot Objects

Please remember:

1. The surface needs a minimum of 24 hrs. to cure, DO NOT use surface for 24 hrs.
2. Do not allow water to remain on surface for an extended period of time.
3. Fix all faulty or leaking plumbing.

The condition of all refinished surfaces in your home will be documented on the Move-In/Move-Out Itemized Statement within your Rental Agreement. Negligence in caring for the refinished surfaces in your home could result in additional charges at the time of repair.

Torrey Pines Property Management, Inc.

(858) 454-4200

www.torreypinespm.com



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

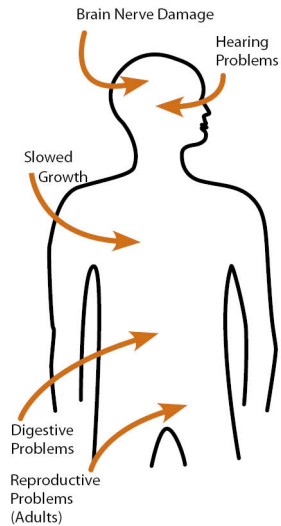
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Sources of Chemical Exposures

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

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

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

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

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



CALIFORNIA APARTMENT ASSOCIATION

980 Ninth Street, Suite 200
Sacramento, CA 95814
(916) 447-7881
(800) 967-4222 - toll-free phone
(877) 999-7881 - toll-free fax
www.caanet.org



The law firm of Jeffers, Mangels Butler & Marmaro LLP assisted in preparing this brochure. For more information about JMBM and its Rental Housing Industry Practice Group go to www.jmbm.com or call (310) 203-8080 or (415) 398-8080.

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California's Proposition 65 Warning

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

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

Warning

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

Second Hand Tobacco Smoke and Tobacco Products.

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

Furnishings, Hardware, and Electrical Components.

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

Combustion Sources.

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

Construction and Maintenance Materials.

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

Certain Products Used In Cleaning And Related Activities.

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

Swimming Pools and Hot Tubs.

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

Paint and Painted Surfaces.

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

Engine Related Exposures.

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

Pest Control and Landscaping.

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

WHAT TO RECYCLE?

At a minimum all non-residential buildings, apartments, condominiums, and houses must recycle the required materials listed below.

RECYCLE:

PAPER



CARDBOARD



PLASTIC AND GLASS BOTTLES AND JARS



METAL CONTAINERS – Empty Aerosol Cans, Aluminum and Metal Cans.



WHY RECYCLE?

The recycling ordinance is essential in assisting San Diego to:

- **Meet the state mandated waste diversion rate of 50 percent.** If the diversion rate is not maintained, the City could face fines of up to \$10,000 per day.
- **Extend the life of the Miramar Landfill,** which is scheduled to close in 2030.
- **Reduce greenhouse gas emissions and conserve natural resources.** Making products from recycled materials uses less energy and water, and pollutes less.
- **Save money.** Implementing a recycling program can lower trash bills with fewer trash pick-ups.

The focus of the Recycling Ordinance is to achieve compliance through education and technical assistance, but fines may be assessed in cases where education and assistance have been offered and the violator continues to fail to meet the requirements of the ordinance.

For more information on how to comply, exemption criteria, enforcement guidelines, and a list of franchise haulers and certified recyclers, visit the Environmental Services Website at:

www.sandiego.gov/environmental-services

Recycling Ordinance

Guidelines and Overview

This information has been provided, courtesy of the City of San Diego, Environmental Services Department.