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Superior Court of California,
County of San Francisco
10/25/2022
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CGC-22-602645

MAARYA ABBASI, LEDROIN ALSTON,
ALEC ANANIAN, ABBAS ARAGY, LADAWN
BOLEN, ANGELINNA CAISA, YAO WEN
CHENG, YEE CHING CHEUNG, ERIC CHOW,
AMIREBRAHIM DARABI, SCOTT DIGNAN,
SHAGHAYEGH FATHI, PEDRO FRIAS,
OSCAR GUERRERO, VERONICA
HAMILTON, KYLE HOSLEY, DOUGLAS
KANG, SO JEONG KIM, KAROLINA KISTER,
YANN LANDRY, CHENGYUAN LIU,
JENNIFER LIU, OLENA LYSYUK, DENHOLM
MILLER, JULIE MORGAN, BRIANNE
PEDERSEN, JAFFAR SABET, ALEKSEI
SAMBUROV, ALIIA SAMBUROVA, VICTOR
SANCHEZ, SKYE SANDS, ASHLEY SAXON,
COOPER SCHILDER, ZIHAN SCHILDER,
ANKUR SHARMA, JORDAN SLAVTCHEFF,
GARY SOISETH, DANIEL SPECIALE,
GEOFFREY RODRIGUEZ, AARON TAIT, KA
TAM, CATERINA VERNIERI, CHAO WANG,
and ROBERT ZHANG, Plaintiffs,

vs.

HINES INTERESTS LIMITED PARTNERSHIP,
a Delaware Limited Partnership, 41 TEHAMA,
LP, a Delaware Limited Partnership, and DOES 1
to 50, inclusive, Defendants.

CASE NO.:

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

CAUSES OF ACTION:

- 1. UNFAIR BUSINESS PRACTICES**
- 2. VIOLATION OF SAN FRANCISCO RENT ORDINANCE § 37.9**
- 3. VIOLATION OF SAN FRANCISCO RENT ORDINANCE § 37.10**
- 4. VIOLATION OF CALIFORNIA CIVIL CODE § 1942.4**
- 5. VIOLATION OF CALIFORNIA HEALTH AND SAFETY CODE § 17975**
- 6. NEGLIGENCE**
- 7. NUISANCE**
- 8. BREACH OF IMPLIED WARRANTIES AND COVENANTS**
- 9. BREACH OF CONTRACT**
- 10. CONSTRUCTIVE EVICTION**

1 Plaintiffs demand a trial by jury of all issues and for causes of action allege:

2 **GENERAL ALLEGATIONS**

- 3 1. All forty-four (44) Plaintiffs were tenants of Defendants Hines Interests Limited Partnership
4 (“Hines”) and 41 Tehama, LP at 33 Tehama Street (“the Building”), San Francisco, at the time of
5 two major water leaks at the Building on June 3 and August 10, 2022.
- 6 2. 33 Tehama is a high-rise luxury apartment building in the SoMa District of San Francisco with
7 approximately 403 rental units.
- 8 3. Defendant 41 Tehama, LP holds title to the Building and is a party to Plaintiffs’ written lease
9 agreements.
- 10 4. Defendant Hines represents itself as one of the largest privately held real estate investors and
11 managers in the world, with 90.3 billion in assets under its management, and 1,154+ properties
12 worldwide.
- 13 5. Defendants Hines and 41 Tehama maintain the same business address at 101 California Street, #1000,
14 San Francisco, which is another Hines building.
- 15 6. Plaintiffs are informed and believe and thereon allege that Defendant 41 Tehama, LP was established
16 by and is wholly affiliated with and controlled by Defendant Hines for holding title to 33 Tehama
17 Street, and that Defendant Hines has actually controlled the management of the Building during all
18 relevant times such that Defendant Hines was the alter ego of Defendant 41 Tehama, LP.
- 19 7. Defendant Hines all times relevant herein, actually owned, dominated, and controlled the Building,
20 orchestrated, ratified and was otherwise involved in the unlawful schemes herein described. Plaintiffs
21 are informed and believe, and thereon allege that Defendant Hines has committed acts establishing
22 alter ego liability in that it has been the alter-ego 41 Tehama, LP. As such, adherence to the fiction
23 of the separate existence of each Defendant as an entity distinct from each other would permit an
24 abuse of corporate privileges and would promote injustice.
- 25 8. Defendant Hines is a Delaware limited partnership authorized to do business in the State of California
26 with offices in San Francisco. At all relevant times, Defendant Hines was the landlord and managed
27 the Building at 33 Tehama.

28 //

1 9. Defendant 41 Tehama, LP is a Delaware limited partnership authorized to do business in the State of
2 California with offices in San Francisco. At all relevant times, Defendant 41 Tehama, LP was the
3 landlord of the Building at 33 Tehama and held title.

4 10. Plaintiffs are informed and believe and thereon allege that at all relevant times, Defendants were
5 Plaintiffs' landlord and Plaintiffs were tenants of Defendants, as "landlord" and "tenant" are defined
6 under California common law, applicable California State statutes, and Chapter 37 of the San
7 Francisco Administrative Code (the "San Francisco Rent Ordinance").

8 11. At all times mentioned in the causes of action to which this paragraph is incorporated by reference,
9 each and every Defendant was the agent or employee of each and every other Defendant. In doing
10 the things alleged in the causes of action into which this paragraph is incorporated by reference, each
11 and every Defendant was acting within the course and scope of its agency or employment and was
12 acting with the consent, permission, and authorization of each of the remaining Defendants. All
13 actions of each of the Defendants alleged in the causes of action into which this paragraph is
14 incorporated by reference were ratified and approved by the officers or managing agents of every
15 other Defendant.

16 12. Plaintiffs at all times relevant herein, have been competent adults and residents of the City and County
17 of San Francisco, California.

18 13. The acts and/or failures to act complained of herein occurred in San Francisco County, State of
19 California, at the Building at 33 Tehama Street.

20 14. The written contracts (lease agreements) at issue in this lawsuit were entered into in San Francisco
21 County, State of California.

22 15. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein under the
23 fictitious names DOE ONE through DOE FIFTY, inclusive. Plaintiffs will amend this complaint to
24 allege their true names and capacities when ascertained. Plaintiffs are informed and believe and
25 thereon allege that each of the DOE defendants is responsible in some manner for the occurrences
26 and injuries alleged in this complaint.

27 16. At all times relevant herein, the above Defendants, and each of them, were the servant, employee,
28 partner, franchisee, joint venturor, sublessor, sublessee, operator, manager, alter-ego, and agent of

the other and committed the acts and omissions herein alleged within the course and scope of said relationship. At times relevant herein, the above Defendants, and each of them, were “persons who hire” within the meaning of Civil Code Section 1940. Each Defendant is liable, in whole or in part, for the damages and harm suffered by Plaintiffs.

17. The amount in controversy exceeds the jurisdictional minimum of this Court, Unlimited Jurisdiction.

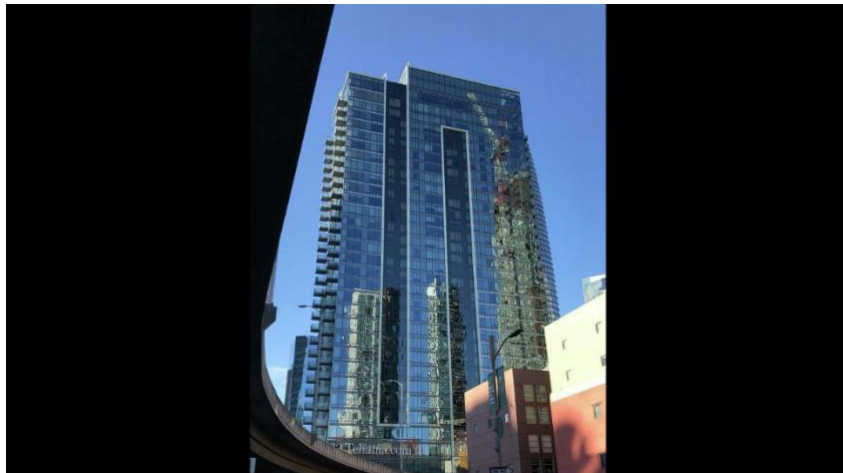
18. Plaintiffs allege that they have been tenants at the Building owned and managed by the above-mentioned Defendants and have been subjected to the unlawful conduct and action of Defendants as follows.

**FACTUAL BASIS FOR CLAIMS: WATER LEAKS, DISPLACEMENT,
MISMANAGEMENT, AND WRONGFUL EVICTION**

19. Defendant Hines markets 33 Tehama as “one of the most modern and beautiful apartment homes in the City,” stating: “The 33 Tehama experience has been tailored to those who want to live in a truly designer home in the heart of the city, who appreciate thoughtful details and beautiful architecture, and who value their time and demand the very best in amenities and service.” (www.33tehama.com/vision (emphasis added)). Founder and Chairman of Defendant Hines, Gerald D. Hines, writes on the 33 Tehama website: “For us, there was never a choice between building the mediocre or building the magnificent. People expect high quality from us and providing it has paid off.” (www.33tehama.com/vision).

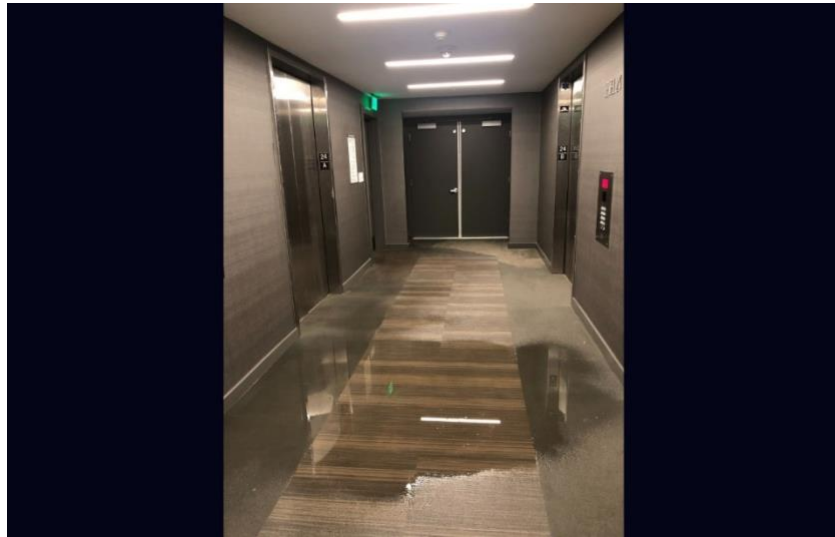
20. Defendant Hines completed construction of 33 Tehama for occupancy in 2018.

21. Below is a photograph of the Building:



(Figure 1, “A posh S.F. housing tower gets flooded by a burst rooftop pipe. Residents don’t know when they can return” (www.sfchronicle.com, June 5, 2022)).

22. On June 3, 2022, there was a water leak from the top floor(s) of the Building. Hines stated to the San Francisco Department of Building Inspection that the water leak started from a standpipe in the Building on the 35th floor. Water flooded throughout the Building down to the ground level. Below is photograph showing water in a hallway of the Building:



(Figure 2, “Flooded SoMa High-Rise Tenants Say They Had Hotel Room Revoked, Now Forced to Fend for Themselves,” (www.sfist.com, June 7, 2022)).

23. Defendant Hines required all residents to leave the Building immediately, including all Plaintiffs.

24. Hines denied Plaintiffs access to the Building and their units, “closed” the Building, and required Plaintiffs to leave their homes on little to no notice and with nowhere to go. Many Plaintiffs were forced to leave important property, documents, or medications in their units. Other Plaintiffs, who were not home, were later denied access to retrieve such items or check on the status of their property. Some residents had pets trapped in the Building. Plaintiffs who were out of town had no way to communicate with Hines to get information on the status of their homes. Below is a photograph of signage at the Building on or about June 6, 2022:

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(Figure 3, “SoMa Luxury Apartment Building Totally Flooded Friday, Residents All Displaced at Hotels,” (www.sfist.com, June 6, 2022)).

25. On or about June 6, 2022, the San Francisco Department of Building Inspection (“DBI”) issued a Notice of Violation (“NOV”) (Complaint No. 202291731) to Defendants for an unsafe building at 33 Tehama, and violation of San Francisco Building Code § 102A (“Unsafe Buildings, Structures, or Property”).

26. Defendants knew or should have known that the standpipes in the Building required inspection and maintenance based on prior water leaks in the Building and based on standards of care for management and maintenance of high-rise residential apartment buildings of its kind. Defendants’ failure to adhere to the standard of care in managing and maintaining the Building was a substantial cause of the June 3 water leak in the Building.

27. In the immediate aftermath of the June 3 water leak Defendant Hines provided little to no information about when residents, including Plaintiffs, could return to their homes. When residents asked questions to management staff at the Building, Defendant Hines, its employees, and agents, treated Plaintiffs like “trespassers,” providing no information about access, telling Plaintiffs to go away and keep checking their email. Of note, the Building Manager whom Plaintiffs were told to contact for emergencies had quit Hines just weeks before the incident. At the time of the June 3 flood, Plaintiffs had no contact information for the current Building Manager, if there was one.

28. In the following days and weeks, Hines emailed its tenants confusing and contradictory policies on how to receive hotel accommodations or payments for out-of-pocket expenses, food, or lodging.

29. Plaintiffs were forced to take significant time and attention away from their life obligations, interests, and plans (work, family, hobbies, social life) in order to secure their own basic needs.

30. Many Plaintiffs were forced to live and work in small hotel room with no kitchens, having no access to their vehicle or place to park. Others had trouble finding places that would allow their pet(s). In many cases, Plaintiffs would arrive at the hotel Hines sent them to and be told there was no reservation or room available. In other cases, Plaintiffs stayed at the hotel Hines sent them to only later to be told they had to leave or pay the bill, because Hines did not make payment. Hines informed some Plaintiffs that they should leave their hotels and need not check out. Then, later, Hines claimed that it could not provide accommodation or payment to Plaintiff(s) because they did not check out of their hotel(s). Many residents, including Plaintiffs, incurred significant expenses and/or went into debt paying costs associated with displacement.

31. All Plaintiffs were put in the precarious position of not knowing where they were going to sleep or stay for any concrete length of time, or how they would retrieve necessary belongings. Some Plaintiffs had no appropriate clothes for work. Others had to miss important events or (re)purchase clothing for work meetings, interviews, appointments, or weddings. Some were missing important documents, medication, or got sick from being displaced and staying in crowded hotels. In some cases, Hines told its tenants that there were no exceptions to retrieve such items. In other cases, Plaintiffs would follow Hines' procedures on how to retrieve important items, only to be turned away and told access was no longer available.

32. Defendant Hines failed and refused to provide timely or accurate information to its tenants about the general status of their own property, whether it was all destroyed by water or unscathed. Instead, Defendants sent out generic FAQ messages containing no information about Plaintiffs' individual units. Some Plaintiffs had significant property damage. Others did not. Some Plaintiffs had just settled into the Building and finished furnishing their units.

33. Plaintiffs' lives were effectively stalled out and put on hold while Defendant Hines continued to change its policies for assistance and continued to provide contradictory information about how

1 Plaintiffs might access their property, providing Plaintiffs with limited and restricted access to their
2 units at best. In many cases Hines refused or stalled refunding any rent for the weeks and months
3 Plaintiffs could not access their units.

4 34. Defendant Hines at all times conditioned receiving any assistance on its tenants continuing to pay
5 rent even when they (Plaintiffs) had no access to the Building, their units or property. For any
6 residents seeking help, Defendant Hines continued to charge them full rent, stating that only half
7 payment of rent was required to receive assistance and that rent ledgers would be corrected later. By
8 this policy Hines placed tenants who needed assistance under duress to keep paying rent.

9 35. Upon information and belief, Defendants conditioned any displacement assistance on residents
10 continuing to pay rent for Defendants' own financial interest and gain, so that Defendants would not
11 default on obligations with their investors or lenders, and/or so Defendants could later claim that
12 Plaintiffs' tenancies and leaseholds continued throughout displacement. Meanwhile, Defendants
13 were, or would be, compensated by their own insurers for their loss.

14 36. Throughout the month of June and into July 2022, Defendants misrepresented to Plaintiffs that they
15 would likely be back in their homes by late July or by August 1, 2022. Accordingly, Plaintiffs put
16 their lives and plans on hold and waited for Hines to reopen the Building.

17 37. On or about July 18, 2022, Defendant Hines for the first time informed its tenants that the Building
18 had sustained more significant damage and would not be repaired until the end of the 2022 or early
19 2023. In connection with this, Hines informed tenants that it would stop providing any displacement
20 assistance as of August 17, 2022, and that starting August 18, 2022, there would no longer be any
21 access to the Building and rents would no longer be demanded or accepted.

22 38. In the same correspondence, Hines stated: "We understand this is upsetting news. However, you
23 still have the option to terminate your lease without penalty at any time between now and the
24 expiration of the re-offer notification period. ... Please note, if you do not let us know of your election
25 to move out on or before August 17, 2022 ... available move-out times will be limited due to building
26 damage repair work." ... Regardless of whether you choose to terminate your lease or intend to
27 reoccupy your apartment home once your apartment is ready for re-occupancy ... you will no longer
28 have daily access to your residence after August 17, 2022 other than for scheduled move outs. ... If

1 you would like to re-occupy your apartment once your apartment is ready, and would like to leave
2 your personal belongings in your apartment in the meantime, you may do so, but please be aware that
3 there will be no access to your apartment as of August 18, 2022. In addition, while we will do
4 everything we can reasonably do to ensure the safety of personal property left behind, there is a risk
5 of theft and damage, so please consider removing any items of value before August 17, 2022. To that
6 end, we will not provide any warranty that your property will be free from theft or damage during
7 the period of displacement. ... In summary, as of August 17, 2022, incidental per diems will cease,
8 housing accommodation programs ... will cease, ... you will need to provide a Notice to Vacate if
9 you choose to terminate your lease. Notices for move-outs must be received no later than August 17,
10 2022 to ensure availability for move-out slots. Vehicles may not be stored on the premises. ... Other
11 than scheduled move-outs, you will no longer have daily access to the building. This includes no
12 access to apartments, mail, or packages. Please consider filing a temporary change of address with
13 the post office.”

14 39. After this correspondence, residents, and Plaintiffs, were alarmed and confused about Hines’ change
15 in policy and timeline. Plaintiffs were worried about where they would live, how they would retrieve
16 their property, where they would store it, and how to plan their futures on such short notice. Hines
17 had strung along Plaintiffs for the past six (6) weeks with the misrepresentation that Plaintiffs could
18 move back into the Building by August 1, 2022. Now Plaintiffs had to adjust and grapple with Hines’
19 change in policy and with the uncertainty of having no definite timeline of when they might move
20 back in. The realization that the past six (6) weeks of waiting to return to the Building had been in
21 vain caused Plaintiffs further frustration and distress.

22 40. Plaintiffs were again forced to take significant time and attention away from their life obligations,
23 interests, and plans in order to try to ensure access to their belongings and secure housing for
24 themselves with no assistance from Defendants. Some tenants, and Plaintiffs, were not in the Bay
25 Area at the time, or too busy trying to keep their jobs, and were not able to retrieve their property and
26 “move out” before Hines’ unilateral deadline of August 17.

27 41. Before August 17, 2022, Defendants began construction and repair work in some of Plaintiffs’ units
28 and denied Plaintiffs access to their apartments and property before Defendants’ own unilateral

August 17 deadline.

42. Upon receiving Hines' July 18, 2022, correspondence, even tenants who planned on returning to 33 Tehama when it was repaired were now concerned about leaving their property at the Building during displacement, given Hines' statement that it would provide no guarantee that personal property would not be damaged or stolen while the Building remained closed for repair.

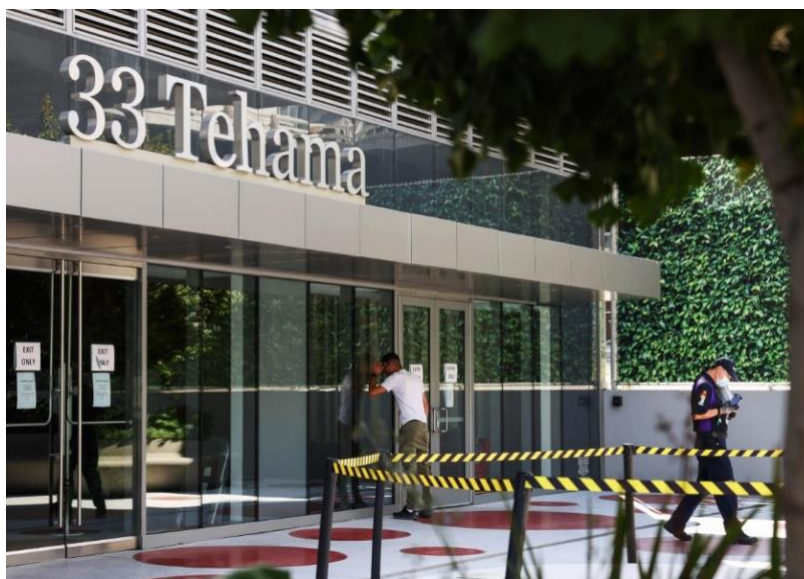
43. When some tenants, and Plaintiffs, provided notice that they would not return to 33 Tehama, Defendant Hines, its employees and agents, would not accept their notice and would not reconcile their ledgers, refund rent or deposits, or arrange moving dates, unless Plaintiff(s) signed Hines' "Notice to Vacate" document containing inaccurate information on vacate dates and specifying that it was Plaintiff(s) who terminated the lease, not Hines. In this way, Defendant Hines harassed and coerced its own tenants into signing Notices to Vacate terminating their tenancies.

44. On August 10, 2022, there was another major water leak at 33 Tehama. Some tenants were in the Building at the time packing their property for moving. The water once again leaked from the pipes in the top floor(s) throughout the Building down to the ground level.

45. Defendant Hines reported to the San Francisco Department of Building Inspection that the water leak occurred from the same building standpipe as on June 3, but this time on the 37th floor.

46. That same day on August 10, Hines notified all residents that all moves on calendar are vacated and that tenants should cancel all arrangements for moving and await further updates.

47. Below is a photograph of the entrance to the Building on or around August 11, 2022:



(Figure 4, “SF Luxury Tower Floods for 2nd Time in 3 Months. And Residents Don’t Know When They Can Move Back In,” (www.sfstandard.com, August 11, 2022)).

48. After the June 3 water leak, Defendants were on actual notice that the standpipes in the Building required inspection, maintenance, and repair. Defendants nevertheless failed to perform diligent inspections and repairs to the standpipes, attempted repairs without permits, and failed to timely repair the standpipes with qualified and certified contractors before the August 10 water leak. Upon information and belief, Defendants negligently brought the water system back on-line after June 3, thereby substantially causing or contributing to the August 10 water leak. As a result, Plaintiffs were further harmed.

49. Plaintiffs were once again forced to take significant time and attention away from their life obligations, interests, and plans, in order to make alternative living and moving arrangements to try to secure stable housing for the immediate future. Some tenants who had secured alternative housing now had no furniture to move there and were forced back into a state of limbo and uncertainty. Many had to purchase basic items they already had in the Building such as bed(s) or cookware in order to maintain some semblance of normal living. For Plaintiffs who secured new housing, many had to pay more in rent and more for parking.

50. On or about August 16, 2022, the San Francisco Department of Building Inspection (“DBI”) issued a Notice of Violation (“NOV”) (Complaint No. 202294266) to Defendants for doing repair work without a permit on the section of piping causing reoccurring leaks throughout the Building.

51. On or about August 19, 2022, DBI issued another NOV (Complaint No. 202291731) to Defendants for an unsafe building at 33 Tehama, and violation of San Francisco Building Code § 102A (“Unsafe Buildings, Structures, or Property”), now amending the original June 6 NOV to include water damage caused by the second, August 10, 2022, water leak.

52. In the following days, weeks, and now months, after the second water leak in the Building, Defendant Hines, however, has continued its unlawful business practices, and continued to prioritize its own financial interests over the rights of its tenants.

53. In some instances, Plaintiffs made reservations to pick up their property per Hines’ instructions, only to be turned away when arriving at the Building with movers. Hines has continued to attempt to

1 coerce tenants, and Plaintiffs, into signing inaccurate “Notice to Vacate” documents in order to have
2 their (Plaintiffs’) tenant ledgers reconciled, get rent refunded or deposits back, and/or schedule dates
3 to retrieve their own property from the Building. When tenants, and Plaintiffs, have insisted that they
4 are only “moving out” temporarily, Defendant Hines, its agents and employees, have threatened
5 Plaintiffs with fines unless they return their keys and access fobs to the Building and parking garage.
6 Some Plaintiffs have been clear that they are moving property out per Hines’ recommendation but
7 not moving permanently or forgoing their right to return, and Hines has argued with them that they
8 have already terminated their lease. When some Plaintiffs made inquiries about their ledgers,
9 deposits, moving, or notice, Defendant Hines did not respond at all.

10 54. Meanwhile, Defendants’ agents and contractors have had free reign at the Building, in some cases
11 invading Plaintiffs’ privacy and/or stealing or tampering with their property: taking breaks on their
12 couches and eating their food, turning off their security cameras, and making themselves at home.

13 55. Many tenants, and Plaintiffs, were forced to pay PG&E bills without having access to their units.
14 Defendants at all times have refused to reimburse Plaintiffs for any property damage, replacement
15 costs, or moving costs directly caused by the water leaks and displacement.

16 56. To date, Hines has kept the Building closed with no access and provided no date when any residents
17 can return. DBI’s Notices of Violation issued to Defendants for the water leaks remain unabated.
18 Upon information and belief, Defendants have failed to comply with DBI’s Notices of Violation and
19 guidelines in, *inter alia*, performing repair work without permits, and failing to timely and adequately
20 repair the standpipes in the Building using qualified, certified contractors.

21 57. As a direct and proximate result of Defendants’ actions and inactions as alleged herein, Plaintiffs
22 have suffered damages, including but not limited to: special and general damages in an amount
23 according to proof, attorney’s fees and costs, mental and emotional distress, depression, anxiety,
24 inconvenience, pain and suffering, lost income, property damage, loss of use and enjoyment of their
25 rental units, payment of excessive rent, incidental costs associated with displacement, food and
26 lodging, incidental damages, moving costs, rent differential damages for alternative housing and
27 parking, discomfort, loss of sleep, fatigue, damage to psyche and nervous system(s), headaches,
28 nausea, embarrassment, humiliation, lost opportunity, and lost time, all in amounts to be proven up

1 at the time of trial. Many Plaintiffs are not “back on track” with life plans after prolonged
2 displacement and wrongful eviction. While Defendant Hines marketed (and charged a premium for)
3 33 Tehama as the perfect Building and home for those who “value their time and demand the very
4 best in amenities and service” what Hines provided was the exact opposite. As a result, and through
5 no fault of their own, Plaintiffs were forced, and are forced, to take an inordinate amount of time and
6 attention away from what matters to them, away from life obligations, interests, and plans (work,
7 family, hobbies, social life) in order to secure their own basic needs in attempting to recover from
8 the water leaks, prolonged displacement, and wrongful eviction.

9 58. California law, including but not limited to Civil Code § 1942.4 and San Francisco Administrative
10 Code, Chapter 37, §§ 37.9 and 37.10B, provide for an award of reasonable attorney’s fees to the
11 prevailing party in an action for damages as asserted herein.

12 59. Plaintiffs have incurred and will incur attorney’s fees as a result of Defendants’ actions and inactions
13 as alleged herein.

14 60. Plaintiffs are informed and believe and thereon allege that Defendants’ actions and inactions, as
15 alleged above, constitute malice and oppression as defined in Civil Code § 3294, and Plaintiffs should
16 recover, in addition to actual damages, damages to make an example of and to punish Defendants.
17 Plaintiffs are therefore entitled to punitive damages. Defendants, and each of them, acted with
18 oppression and/or malice in that, among other things, they acted with a willful and conscious
19 disregard for the rights and safety of the Plaintiffs, their tenants. Defendants’ actions and inactions
20 were oppressive for reasons including, but not limited to the following: they were carried out with a
21 willful and conscious disregard of Plaintiffs’ rights, and Defendants knew that defective and unlawful
22 conditions existed in the Building, they concealed them from Plaintiffs and knew that failure to
23 correct violations of those laws would detrimentally affect Plaintiffs. Defendants engaged in the
24 above-described conduct with the knowledge that the conduct was without right or justification and
25 without regard for the fact that it would cause harm to Plaintiffs. Rather, Defendants’ conduct was
26 oppressive and done with the intent to maximize income for Defendants notwithstanding Defendants’
27 obligations to Plaintiffs, to other tenants, and to the general public by virtue of Plaintiffs’ statutory
28 and common law rights. For Defendants’ own financial gain, Defendants engaged in an oppressive,

intentional, and planned strategy to intimidate, harass, and coerce their own tenants, and Plaintiffs, by, *inter alia*, denying Plaintiffs all access to the Building and their property, misrepresenting when Plaintiffs might move back, coercing Plaintiffs to pay rent while the Building was uninhabitable, and tricking Plaintiffs into signing inaccurate “Notice to Vacate” documents in order to retrieve their own belongings, have Defendants’ fictitious ledgers corrected, or receive back rent paid or their own security deposits.

PLAINTIFFS: ALL TENANTS AT 33 TEHAMA AT THE TIME OF THE WATER LEAK(S)

61. Plaintiff Maarya Abbasi resided in Unit 12F of 33 Tehama. Ms. Abbasi moved into the Building in or about January 2022 and was paying approximately \$3,768.00 in monthly rent to Defendants.

62. Plaintiff Ledroin Alston resided in Unit 7D of 33 Tehama. Ms. Alston moved into the Building in or about March 2022 and was paying approximately \$1,649.00 in monthly rent to Defendants.

63. Plaintiffs Alec Ananian and Veronica Hamilton resided in Unit 12B of 33 Tehama. Plaintiffs Ananian and Hamilton moved into the Building in or about October 2020 and were paying approximately \$2,546.00 in monthly rent to Defendants.

64. Plaintiffs Abbas Aragy and LaDawn Bolen resided in Unit 4C of 33 Tehama. Plaintiffs Aragy and Bolen moved into the Building in or about March 2022 and were paying approximately \$1,465.00 in monthly rent to Defendants.

65. Plaintiffs Angelinna Caisa and Oscar Guerrero resided in Unit 4F of 33 Tehama. Plaintiffs Caisa and Guerrero moved into the Building in or about January 2022 and were paying approximately \$3,394.00 in monthly rent to Defendants.

66. Plaintiffs Yao Wen Cheng (‘Rolf’) and Chengyuan Liu (‘Catherine’) resided in Unit 16K of 33 Tehama. Plaintiffs Cheng and Liu moved into Unit 16K of the Building in or about February 2021 and were paying approximately \$4,380.00 in monthly rent to Defendants.

67. Plaintiffs Yee Ching Cheung (‘Sophie’) and Robert Zhang resided in Unit 30B of 33 Tehama. Plaintiffs Cheung and Zhang moved into the Building in or about December 2021 and were paying approximately \$3,809.00 in monthly rent to Defendants.

68. Plaintiffs Eric Chow and Daniel Speciale resided in Unit 25L of 33 Tehama. Plaintiffs Chow and Speciale moved into the Building in or about December 2020 and were paying approximately

1 \$4,760.00 in monthly rent to Defendants.

2 69. Plaintiffs Amirebrahim Darabi ('Amir') and Shaghayegh Fathi ('Shay') resided in Unit 27G of 33
3 Tehama. Plaintiffs Darabi and Fathi moved into the Building in or about November 2020 and were
4 paying approximately \$3,064.00 in monthly rent to Defendants.

5 70. Plaintiffs Scott Dignan and Gary Soiseth resided in Unit 29F of 33 Tehama. Plaintiffs Dignan and
6 Soiseth moved into the Building in or about October 2019 and were paying approximately \$4,275.00
7 in monthly rent to Defendants.

8 71. Plaintiff Pedro Frias resided in Unit 23H of 33 Tehama. Mr. Frias moved into the Building in or
9 about February 2022 and was paying approximately \$2,679.00 in monthly rent to Defendants.

10 72. Plaintiffs Kyle Hosley and Victor Sanchez resided in Unit 7B of 33 Tehama. Plaintiffs Hosley and
11 Sanchez moved into the Building in or about September 2020 and were paying approximately
12 \$2,787.00 in monthly rent to Defendants.

13 73. Plaintiffs Douglas Kang and So Jeong Kim resided in Unit 14M of 33 Tehama. Plaintiffs Kang and
14 Kim moved into Unit 14M the Building in or about December 2021 and were paying approximately
15 \$3,738.00 in monthly rent to Defendants.

16 74. Plaintiffs Karolina Kister and Geoffrey Rodriguez resided in Unit 25K of 33 Tehama. Plaintiffs
17 Kister and Rodriguez moved into the Building in or about July 2021 and were paying approximately
18 \$6,172.00 in monthly rent to Defendants.

19 75. Plaintiff Yann Landry resided in Unit 10A of 33 Tehama. Plaintiff Landry moved into the Building
20 in or about August 2020 and was paying approximately \$3,499.00 in monthly rent to Defendants.

21 76. Plaintiffs Jennifer Liu and Ka Tam resided in Unit 5L of 33 Tehama. Plaintiffs Jennifer Liu and Ka
22 Tam moved into the Building in or about March 2022 and were paying approximately \$4,411.00 in
23 monthly rent to Defendants.

24 77. Plaintiff Olena Lysyuk resided in Unit 3H of 33 Tehama. Ms. Lysyuk moved into the Building in or
25 about September 2020 and was paying approximately \$2,519.00 in monthly rent to Defendants.

26 78. Plaintiff Denholm Miller resided in Unit 2E of 33 Tehama. Mr. Miller moved into the Building in or
27 about April 2022 and was paying approximately \$3,129.00 in monthly rent to Defendants.

28 79. Plaintiff Julie Morgan resided in Unit 24M of 33 Tehama. Ms. Morgan moved into the Building in

1 or about August 2019 and was paying approximately \$4,048.00 in monthly rent to Defendants.

2 80. Plaintiff Brianne Pedersen resided in Unit 25A of 33 Tehama. Ms. Pedersen moved into the Building
3 in or about May 2018 and was paying approximately \$3,874.00 in monthly rent to Defendants.

4 81. Plaintiffs Aleksei Samburov and Aliia Samburova resided in Unit 30G of 33 Tehama. Plaintiffs
5 Aleksei Samburov and Aliia Samburova moved into the Building in or about May 2022 and were
6 paying approximately \$4,057.00 in monthly rent to Defendants.

7 82. Plaintiffs Skye Sands and Jaffar Sabet resided in Unit 30L of 33 Tehama. Plaintiffs Sands and Sabet
8 moved into the Building in or about December 2020 and were paying approximately \$4,777.00 in
9 monthly rent to Defendants.

10 83. Plaintiffs Ashley Saxon and Jordan Slavtcheff resided in Unit 5G of 33 Tehama. Plaintiffs Saxon and
11 Slavtcheff moved into the Building in or about February 2022 and were paying approximately
12 \$3,097.00 in monthly rent to Defendants.

13 84. Plaintiffs Cooper Schilder and Zihan Schilder resided in Unit 9J of 33 Tehama. Plaintiffs Cooper
14 Schilder and Zihan Schilder moved into the Building in or about March 2021 and were paying
15 approximately \$3,226.00 in monthly rent to Defendants.

16 85. Plaintiff Ankur Sharma resided in Unit 15G of 33 Tehama. Mr. Sharma moved into the Building in
17 or about November 2020 and was paying approximately \$2,819.00 in monthly rent to Defendants.

18 86. Plaintiff Aaron Tait resided in Unit 25E of 33 Tehama. Mr. Tait moved into the Building in or about
19 September 2019 and was paying approximately \$3,482.00 in monthly rent to Defendants.

20 87. Plaintiff Caterina Vernieri resided in Unit 15A of 33 Tehama. Ms. Vernieri moved into Unit 15A of
21 the Building in or about January 2021 and was paying approximately \$3,784.00 in monthly rent to
22 Defendants.

23 88. Plaintiff Chao Wang resided in Unit 14E of 33 Tehama. Mr. Wang moved into the Building in or
24 about January 2022 and was paying approximately \$3,090.00 in monthly rent to Defendants.

25 89. Collectively, these forty-four (44) Plaintiffs alone were paying Defendants approximately \$98,298.00
26 dollars in monthly rent at the time they were displaced.

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CAUSES OF ACTION

90. At all times relevant to each cause of action herein, and at all times during their tenancies, Plaintiffs have performed each and every obligation required under the rental agreements and by law. None of the defective and dangerous conditions or nuisances were caused by acts or omissions of Plaintiffs or the wrongful or abnormal use of the Building by Plaintiffs or anyone acting under Plaintiffs' authority.

FIRST CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(All Plaintiffs Against All Defendants)

91. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

92. As alleged herein, Defendants have violated multiple city and state laws, including but not limited to, Civil Code §§ 1714, 1927, 1941.1 et seq., 1942.4, 3479, Health and Safety Code § 17910 et seq. and 17920.3, San Francisco Building Code § 102A, San Francisco Rent Ordinance §§ 37.9 and 37.10B, and Defendants' conduct constitutes an unlawful business practice under Business and Professions Code § 17200, et seq.

93. At all times herein relevant, Defendants were conducting business as Plaintiffs' landlord under the laws of the State of California and the City and County of San Francisco. In conducting said business, Defendants were obligated to comply with the laws of the State of California and the City and County of San Francisco.

94. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiffs have suffered damages, and are entitled to restitution.

SECOND CAUSE OF ACTION

VIOLATION OF SAN FRANCISCO RENT ORDINANCE § 37.9

(All Plaintiffs Against All Defendants)

95. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

96. The apartments in the Building that Defendants leased to Plaintiffs were at all relevant times subject

1 to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (the “Rent
2 Ordinance”), which includes a “just cause” provision at § 37.9(a) setting forth the exclusive grounds
3 for recovering possession of non-exempt residential rental units in San Francisco.

4 97. On or about July 18, 2022, as alleged above, Defendants informed Plaintiffs that after August 17,
5 2022, they would no longer have any access the Building, their apartments, mail, or packages.
6 Defendants told Plaintiffs that their property could be damaged if left there, instructed Plaintiffs to
7 remove their vehicles from the parking garage and recommended that Plaintiffs provide forwarding
8 addresses with the post office.

9 98. On or about August 18, 2022, Defendants denied Plaintiffs all access and services providing no date
10 when Plaintiffs could return to the Building.

11 99. Section 37.9(c) of the Rent Ordinance provides: “A landlord shall not endeavor to recover possession
12 of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) above is (1)
13 the landlord’s dominant motive for recovering possession and (2) unless the landlord informs the
14 tenant in writing on or before the date upon which notice to vacate is given of the grounds under
15 which possession is sought. For notices to vacate under Sections 37.9(a)(1)-(6), the landlord shall
16 prior to serving a notice to vacate provide the tenant written warning and opportunity to cure as set
17 forth in Section 37.9(0). For notices to vacate under Section 37.9(a)(8), (9), (10), (11), or (14), the
18 landlord shall state in the notice to vacate the lawful rent for the unit at the time the notice is issued,
19 before endeavoring to recover possession. The Board shall prepare a written form that (1) states that
20 a tenant’s failure to timely act in response to a notice to vacate may result in a lawsuit by the landlord
21 to evict the tenant, and that advice regarding the notice to vacate is available from the Board; and (2)
22 includes information provided by the Mayor’s Office of Housing Community Development
23 regarding eligibility for affordable housing programs. The Board shall prepare the form in English,
24 Chinese, Spanish, Vietnamese, Tagalog, and Russian and make the form available to the public on
25 its website and in its office. A landlord shall attach a copy of the form that is in the primary language
26 of the tenant to a notice to vacate before service the notice, except that if a tenant’s primary language
27 is not English, Chinese, Spanish, Vietnamese, Tagalog, or Russian, the landlord shall attach a copy
28 of the form that is in English to the notice. A copy of all notices to vacate except three-day notices to

1 pay rent or quit and a copy of any additional written documents informing the tenant of the grounds
2 under which possession is sought shall be filed with the Board within 10 days following service of
3 the notice to vacate. In any action to recover possession of the rental unit under Section 37.9, the
4 landlord must plead and prove that at least one of the grounds enumerated in Section 37.9(a) or (b)
5 and also stated in the notice to vacate is the dominant motive for recovering possession. Tenants may
6 rebut the allegation that any of the grounds stated in the notice is the dominant motive.”

7 100. Section 37.9(e) of the Rent Ordinance states: “It shall be unlawful for a landlord or any other
8 person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except
9 as provided in Section 37.9(a) and (b).

10 101. Section 37.10A(c) of the Rent Ordinance further provides: “It shall be unlawful for a landlord or
11 for any person who willfully assists a landlord to recover possession of a rental unit unless, prior to
12 recovery of possession of the unit the landlord satisfies all requirements for recovery of the unit under
13 Section 37.9(a) and (b).

14 102. Section 37.9(f) of the Rent Ordinance provides: “Whenever a landlord wrongfully endeavors to
15 recover possession or recovers possession of a rental unit in violation of Sections 37.9 and/or 37.10A
16 as enacted herein, or wrongfully endeavors to sever, substantially reduce, or remove, or actually
17 severs, substantially reduces, or removes a housing service supplied in connection with the use or
18 occupancy of a rental unit as set forth in Section 37.2(r), the tenant or Rent Board may institute a
19 civil proceeding for injunctive relief, money damages, of not less than three times actual damages
20 (including damages for mental or emotional distress as specified below), and whatever other relief
21 the court deems appropriate. ... The prevailing party shall be entitled to reasonable attorney’s fees
22 and costs pursuant to order of the court. The remedy available under Section 37.9(f) shall be in
23 addition to any other existing remedies which may be available to the tenant or the Rent Board.”

24 103. Since Defendants did not follow the requirements of Sections 37.9(a) and 37.9(c) of the Rent
25 Ordinance in recovering possession of Plaintiffs’ units and depriving them of all access to the
26 Building, their units, and all services as of August 18, 2022, Defendants breached, *inter alia*, Rent
27 Ordinance Sections 37.9(a) and 37.9(c), and hence Sections 37.9(e) and 37.10A(c). Therefore, all
28 Plaintiffs are entitled to damages under Section 37.9(f).

104. Rent Ordinance Section 37.9(a)(11) provides the legal mechanism for a landlord to recover possession of a rental unit in order to make repairs. The landlord must give notice to vacate as consistent with an enumerated “just cause” under the Ordinance, in this case temporary eviction for rehabilitation work per 37(a)(11): “The landlord seeks in good faith to remove temporarily the unit from housing use in order to be able to carry out capital improvements or rehabilitation work that would make the unit hazardous, unhealthy, and/or uninhabitable while the work is in progress, and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent. Any tenant who vacates the unit under such circumstances shall have the right to reoccupy the unit at the prior rent adjusted in accordance with provisions of this Chapter. The landlord may require the tenant to vacate the unit only for the minimum time required to do the work. (A) On or before the date upon which notice to vacate is given, the landlord shall: (i) advise the tenant in writing that the rehabilitation or capital improvement plans are on file with the Central Permit Bureau of the Department of Building Inspection and that arrangements for reviewing such plans can be made with the Central Permit Bureau, and (ii) provide the tenant a disclosure form prepared by the Board that advises the tenant of the tenant’s right to return, and (iii) provide the tenant a form prepared by the Board that the tenant can use to keep the Board apprised of any future change in address. ... (C) The tenant shall not be required to vacate pursuant to this section 37.9(a)(11), for a period in excess of three months; provided, however, that such time period may be extended by the Board (including its Administrative Law Judges) upon application by the landlord.” ... (D) Any landlord who seeks to recover possession under this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C.

105. Section 37.9C of the Rent Ordinance states: “For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12). ... For purposes of this section 37.9C, and Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months. Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e). In July 2022 when Defendants informed Plaintiffs that all access to the Building

1 would stop indefinitely as of August 18, 2022, the relocation expense amount required under Rent
2 Ordinance section 37.9C(e) was \$7,421.00 per tenant with a maximum of \$22,262.00 per unit plus
3 \$4,948.00 for each elderly (60 years or older) or disabled tenant or household with any minor
4 children.

5 106. Therefore, in addition to Section 37.9(f) damages to all Plaintiffs, Defendants are required to
6 compensate Plaintiffs who resided in their units for 12 months or more as of July 2022 with relocation
7 expenses as provide in Rent Ordinance section 37.9C. Those Plaintiffs include Alec Ananian,
8 Veronica Hamilton, Yao Wen Cheng, Chengyuan Liu, Eric Chow, Daniel Speciale, Amirebrahim
9 Darabi, Shaghayegh Fathi, Scott Dignan, Gary Soiseth, Kyle Hosley, Victor Sanchez, Karolina
10 Kister, Geoffrey Rodriguez, Yann Landry, Olena Lysyuk, Julie Morgan, Brianne Pedersen, Skye
11 Sands, Jaffar Sabet, Cooper Schilder, Zihan Schilder, Ankur Sharma, Aaron Tait, and Caterina
12 Vernieri, for a total minimum payment of \$185, 525.00 plus payments for minor children, elderly or
13 disabled Plaintiffs.

14 107. By unilaterally and arbitrarily requiring Plaintiffs to surrender possession and by refusing all
15 access to the Building and stopping all servicers as of August 18, 2022, Defendants trampled on
16 Plaintiffs' rights and circumvented all safeguards provided for "no fault evictions" under the Rent
17 Ordinance. Defendants were aware of the requirements as set forth herein but acted in bad faith and
18 in their own financial interests in nevertheless proceeding to wrongfully evict Plaintiffs from their
19 homes.

20 108. As a direct and proximate result of Defendants' wrongful acts alleged herein, Plaintiffs have
21 suffered actual damages in an amount according to proof. Plaintiffs are entitled to statutory damages,
22 trebled damages, and attorney's fees and costs from Defendants as set forth above.

23 109. Plaintiffs are informed and believe and thereon allege that the actions of the said Defendants as
24 described herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As
25 such, Plaintiffs should recover, in addition to actual and statutory damages, damages to make an
26 example of and to punish Defendants.

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THIRD CAUSE OF ACTION

VIOLATION OF SAN FRANCISCO RENT ORDINANCE § 37.10

(All Plaintiffs Against All Defendants)

110. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

111. The apartments in the Building Defendants leased to Plaintiffs were at all relevant times subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (the “Rent Ordinance”), which includes a prohibition against tenant harassment as codified in Section 37.10B.

112. Section 37.10B of the Rent Ordinance provides that no landlord shall in bad faith:

- (1) Interrupt, terminate or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;
- (2) Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;
- (3) Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, and other building materials with potentially harmful health impacts;
- (4) Abuse the landlord’s right of access into a rental housing unit as that right is provided by law;
- (5) Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion; ...
- (10) Interfere with a tenant’s right to quiet use and enjoyment of a rental housing unit as that right is defined by California law. ...
- (13) Interfere with a tenant’s right to privacy; ...
- (15) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

113. By and through said Defendants' wrongful acts and omissions as alleged herein, which were done in bad faith, including, but not limited to, (1) unlawfully denying Plaintiffs all access to the Building, Building services, and their own property, (2) failing to reasonably inspect, maintain or repair the standpipes in the Building, (3) failing to ensure the standpipes were properly inspected, maintained and repaired after the June 3 water leak, (4) starting repairs on the standpipes without permits, (5) misrepresenting to Plaintiffs when they might move back into the Building, (6) creating fictitious tenant ledgers and coercing Plaintiffs into paying rent when the Building was uninhabitable in order to receive any displacement assistance, (7) refusing to reconcile tenant ledgers or provide timely return of rent or deposits, (8) violating Section 37.9 of the Rent Ordinance , Civil Code §§ 1941.1 and 1942.4, San Francisco Building Code § 102A, Health and Safety Code § 17910 et seq. and 17920.3, and Business and Professions Code § 17200, et seq., (9) allowing contractors and agents to invade Plaintiffs' privacy and have free reign of the Building including Plaintiffs' units and property, (10) intimidating Plaintiffs into returning keys and surrendering possession by threatening fines and requiring Plaintiffs to sign misleading and inaccurate Notices to Vacate specifying that Plaintiffs are "terminating their tenancy," (11) failing to hire, retain, or supervise qualified and certified contractors at the Building to perform timely and necessary inspections, maintenance, and repairs, and (12) harassing and intimidating Plaintiffs with policies and procedures designed to maximize Defendants' financial interests over Plaintiffs' rights without regard for law, Defendants have violated, *inter alia*, Section 37.10B of the Rent Ordinance.

114. As a direct and proximate result of Defendants' wrongful acts alleged herein, Plaintiffs have suffered actual damages in an amount according to proof. Plaintiffs are entitled to statutory damages, trebled damages, and attorney's fees and costs from Defendants as set forth above.

115. Plaintiffs are informed and believe and thereon allege that the actions of the said Defendants as described herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As such, Plaintiffs should recover, in addition to actual and statutory damages, damages to make an example of and to punish Defendants.

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FOURTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA CIVIL CODE § 1942.4

(All Plaintiffs Against All Defendants)

116. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

117. The apartments Defendants leased to Plaintiffs were at all relevant times subject to California Civil Code § 1942.4(a), which makes it illegal to demand rent, collect rent, issue a notice of a rent increase, or issue a three-day notice to pay rent or quit if “(1) the dwelling substantially lacks any of the affirmative standard characteristics listed in Section 1941.1 or violates Section 17920.10 of the Health and Safety Code, or is deemed and declared substandard as set forth in Section 17920.3 of the Health and Safety Code because conditions listed in that section exist to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the dwelling; (2) A public officer or employee who is responsible for the enforcement of any housing law, after inspecting the premises, has notified the landlord or landlord’s agent in writing of his or her obligations to abate the nuisance or repair the substandard conditions; and (3) The conditions have existed and have not been abated for 35 days beyond the date of service of the notice specified in paragraph ...; and (4) The conditions were not caused by an act or omission of the tenant”

118. On or about June 6, 2022, the San Francisco Department of Building Inspection (“DBI”) issued a Notice of Violation (“NOV”) (Complaint No. 202291731) to Defendants for an unsafe building at 33 Tehama, and violation of San Francisco Building Code § 102A (“Unsafe Buildings, Structures, or Property”).

119. The nuisance and substandard conditions as alleged herein were not caused by Plaintiffs.

120. For the entire month of July and until August 17, 2022, Defendants continued to demand and accept rent from Plaintiffs despite that the June 6 NOV remained unabated.

121. As a direct and proximate result of Defendants’ wrongful acts alleged herein, Plaintiffs have suffered general and special damages in an amount to be proven at trial. Plaintiffs are entitled to actual damages, statutory damages of \$5,000 each, or \$220,000 total for each violation, and attorneys’ fees and costs from Defendants pursuant to Civil Code § 1942.4(b)(1)(2) for this cause of

1 action.

2 122. Plaintiffs have incurred and will continue to incur attorney's fees and costs as a result of
3 prosecuting this case.

4 123. Plaintiffs are informed and believe and thereon allege that the actions of the Defendants as
5 described herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As
6 such, Plaintiffs should recover, in addition to actual damages, damages to make an example of and
7 to punish Defendants.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF CALIFORNIA HEALTH AND SAFETY CODE § 17975 ET SEQ.**

10 124. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
11 paragraphs as though set forth herein.

12 125. On or about June 6, 2022, the San Francisco Department of Building Inspection ("DBI") issued
13 a Notice of Violation ("NOV") (Complaint No. 202291731) to Defendants for an unsafe building at
14 33 Tehama, citing violation of San Francisco Building Code § 102A ("Unsafe Buildings, Structures,
15 or Property").

16 126. San Francisco Building Code § 102A states in relevant part: "All buildings, structures, property
17 or parts thereof, regulated by this code that are structurally unsafe or not proved with adequate egress,
18 or that constitute a fire hazard, or are otherwise dangerous to human life, safety, or health of the
19 occupants or the occupants of adjacent properties or the public by reason of inadequate maintenance,
20 dilapidation, obsolescence or abandonment, or by reason of occupancy or use in violation of law or
21 ordinance are, for purposes of this chapter, unsafe. ... All such unsafe buildings, structures, property,
22 or portions thereof, are hereby declared to be public nuisances and shall be vacated, repaired, altered,
23 or demolished as hereinafter provided."

24 127. California Health and Safety Code § 17975 provides: "Any tenant who is displaced or subject to
25 displacement from a residential unit as a result of an order to vacate or an order requiring the vacation
26 of a residential unit by a local enforcement agency as a result of a violation so extensive and of such
27 a nature that the immediate health and safety of the residents is endangered, shall be entitled to receive
28 relocation benefits from the owner as specified in this article."

128. Health and Safety Code § 17975.2 specifies that the relocation payment shall be made available by the owner or designated agent to the tenant in each residential unit and shall be a sum equal to two months of the established fair market rent Section 17975.3 states that “any owner or designated agent who does not make timely payment ... shall be liable to the tenant for an amount equal to 1 ½ time the relocation benefits payable pursuant to Section 17975.2.” Section 17975.7 specifies that: “The remedies under this article are cumulative and in addition to any other remedies available under federal, state, or local law.”

129. The San Francisco Department of Building Inspection’s June 6 Notice of Violation cited Defendants for an unsafe building per San Francisco Building Code § 102A. The June 6 NOV legally required Defendants to vacate residents and repair the Building regardless of whether Defendants instructed residents to leave the Building on June 3 when the water leak was occurring. The June 6 legal finding and order by the Department of Building Inspection that the Building be vacated and repaired obligated Defendants to comply with Health and Safety Code § 17975 and provide relocation payments to all tenants whether tenants continued to pay rent or not.

130. Defendants did not provide tenants with Health and Safety Code § 17975 relocation payments.

131. Plaintiffs have consequently suffered damages and are entitled to relocation payments of two months’ rent x 1.5 each, or \$294,894 total (for these 44 Plaintiffs) from Defendants for Defendants’ violation of Health and Safety Code § 17975 et seq.

SIXTH CAUSE OF ACTION

NEGLIGENCE

(All Plaintiffs Against All Defendants)

132. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

133. By reason of the landlord-tenant relationship between Plaintiffs and Defendants, Defendants owed Plaintiffs the duty to exercise reasonable care in the ownership, operation, management, renting, and control of the Building, which includes, but is not limited to, all the duties listed below.

134. The duty to exercise reasonable care owed by Defendants to Plaintiffs includes, but is not limited to, the duty to provide quiet enjoyment of the apartments in the Building during the term of the lease,

1 abate nuisances in the Building, provide habitable premises, and protect Plaintiffs from unreasonable
2 or unnecessary harm.

3 135. Defendants, by their conduct alleged herein, negligently, carelessly, and wrongfully interfered
4 with Plaintiffs' quiet enjoyment and possession of their apartments, engaged in harassing conduct,
5 and allowed uninhabitable conditions to persist.

6 136. Defendants knew or should have known that the standpipes in the Building required inspection
7 and maintenance based on prior water leaks in the Building and based on standards of care for
8 management and maintenance in similar high-rise residential apartment buildings. Defendants'
9 failure to adhere to the standard of care in managing and maintaining the Building was a substantial
10 factor and cause of the June 3 water leak and displacement.

11 137. After the June 3 water leak, Defendants were on actual notice that the standpipes in the Building
12 required inspection, maintenance, and repair. Defendants nevertheless failed to perform diligent
13 inspections and repairs to the standpipes, attempted repairs without permits, and failed to timely
14 repair the standpipes with qualified and certified contractors before the August 10 water leak. Upon
15 information and belief, Defendants negligently brought the water system back on-line after June 3,
16 thereby substantially causing or contributing to the August 10 water leak.

17 138. Defendants further breached the standard of care as a landlord and property manager of a large
18 high-rise residential building such as 33 Tehama by, among other things: (1) failure to employ a
19 building manger on site at the time of the flood and/or failure to inform Plaintiffs of the new building
20 manager's contact information, (2) inadequate and ineffective communication with Plaintiffs after
21 the water leak(s) and displacement, (3) issuance and enforcement of confusing, contradictory policies
22 and procedures on how Plaintiffs might ensure displacement assistance, retrieve property, move out
23 of the Building, and/or have tenant ledgers reconciled or rent or deposits returned, (4)
24 miscommunication on when Plaintiffs might move back into the Building, and (5) negligent hiring,
25 supervision and/or retention of management and/or maintenance staff, contractors and agents.

26 139. As a direct and proximate result of these breaches by Defendants, Plaintiffs have suffered actual,
27 general, and special damages, as alleged herein and according to proof at trial. The above-described
28 conditions and damages that Plaintiffs were subjected to are of a kind that do not normally occur

1 unless someone was negligent, and resulted from conditions that were not due to any voluntary action
2 or comparative fault of Plaintiffs.

3 140. As alleged herein, Defendants have violated multiple city and state laws, including but not limited
4 to, Civil Code §§ 1714, 1927, 1941.1 et seq., 1942.4, 3479, Health and Safety Code § 17910 et seq.
5 and 17920.3, San Francisco Building Code § 102A, San Francisco Rent Ordinance §§ 37.9 and
6 37.10B.

7 141. Defendants' conduct therefore constituted negligence per se and Plaintiffs are entitled to that jury
8 instruction at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **NUISANCE**

11 (All Plaintiffs Against All Defendants)

12 142. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
13 paragraphs as though set forth herein.

14 143. Defendants, by acting or failing to act as alleged herein, created conditions that were indecent or
15 offensive to the senses or obstructed the free use of property, so as to interfere with the comfortable
16 enjoyment of life or property.

17 144. Said conditions also interfered with and deprived Plaintiffs of the use or enjoyment of their
18 apartments in the Building and constituted a nuisance by substantially interfering with Plaintiffs'
19 comfortable, full, and beneficial use of life or property.

20 145. Plaintiffs did not consent to Defendants' acts or omissions giving rise to said conditions.

21 146. An ordinary person would be reasonably annoyed or disturbed by Defendants' acts and
22 omissions, as alleged herein.

23 147. The seriousness of the harm caused by Defendants' conduct outweighs the public benefit, if any,
24 of their conduct.

25 148. As a direct and proximate cause of the acts and/or omissions of Defendants, Plaintiffs were
26 harmed and suffered damages in an amount to be proven at trial.

27 149. Plaintiffs are informed, believe and thereon allege that the actions of the Defendants as described
28 herein were done with oppression, fraud and malice as defined in Civil Code § 3294. As such,

1 Plaintiffs should recover, in addition to actual damages, damages to make an example of and to
2 punish Defendants.

3 **EIGHTH CAUSE OF ACTION**

4 **BREACH OF THE IMPLIED WARRANTIES AND COVENANTS**

5 (All Plaintiffs Against All Defendants)

6 150. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding
7 paragraphs as though set forth herein.

8 151. Plaintiffs entered into written lease agreements with Defendants to rent apartments in the
9 Building. Defendants were at all relevant times Plaintiffs landlord and manager of the Building.

10 152. Those agreements, like all contracts in the State of California, contain an implied covenant of
11 good faith and fair dealing, implied covenant of quiet enjoyment, and implied warranty of
12 habitability. The covenant of good faith and fair dealing requires, broadly, that neither party do
13 anything that will deprive the other of the benefits of their agreement. The covenant of quiet
14 enjoyment requires that Defendants refrain, by act or omission, from disturbing Plaintiffs' possession
15 and beneficial enjoyment of their tenancy. The implied warranty of habitability is a warranty that
16 Defendants, as owners and/or property managers of the Building, shall maintain said premises in a
17 habitable condition. This obligation is set forth in, but not limited to, California Civil Code § 1941.1,
18 which requires that dwellings meet certain standards to be considered habitable.

19 153. Defendants breached the above covenants and warranty by failing to maintain habitable premises,
20 failing to make necessary repairs, and engaging in ongoing improper, harmful and harassing conduct,
21 as above described.

22 154. As a direct and proximate result of Defendants' wrongful acts and/or omissions alleged herein,
23 Plaintiffs have suffered general and special damages, including discomfort, inconvenience,
24 annoyance, humiliation, fear, anxiety, and emotional distress, all to their general detriment.

25 **NINTH CAUSE OF ACTION**

26 **BREACH OF CONTRACT**

27 (All Plaintiffs Against Defendant 41 Tehama, LP, and Does 1-10)

28 155. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding

paragraphs as though set forth in full.

156. Plaintiffs entered into written lease agreements with Defendants to rent apartments in the Building. Defendants were at all relevant times Plaintiffs landlord and manager of the Building.

157. Plaintiffs entered into California, National Apartment Association form leases with Defendants. An exemplar lease agreement is attached hereto as **Exhibit A**.

158. Plaintiffs have fulfilled all of the conditions of the agreements in that they have paid their rent and have complied with all of the legal and reasonable covenants of their leases.

159. Said Defendants contracted to rent residential units to Plaintiffs in the written lease agreements. Implied in said promise is the obligation to provide habitable, safe, and sanitary living arrangements as defined and required by California law. Also implied in said promise is the obligation to provide quiet enjoyment of the leased premises as defined and required by California law. Defendants breached the written lease agreements by failing to provide habitable, safe, and sanitary living arrangements and failing to provide quiet enjoyment of the premises, as alleged herein. In other words, Defendants breached the fundamental bargain of the leases.

160. Defendants have breached their obligations under said agreements, in ways including, but not limited to, failing to maintain habitable premises, failing to make necessary repairs, and engaging in ongoing improper, harmful and harassing conduct, as above described.

161. In addition, paragraph 23 of the leases contains a Temporary Displacement clause, contractually requiring Defendants to provide San Francisco Rent Ordinance relocation expenses or comparable rental housing and services to tenants in case of displacement. As alleged herein, Defendants also breached paragraph 23 of the lease agreements in failing to provide Plaintiffs statutory relocation or comparable renting units upon displacement.

162. As a result of said Defendants' breaches, Plaintiffs have suffered actual damages in an amount according to proof at trial.

TENTH CAUSE OF ACTION

CONSTRUCTIVE EVICTION

(Plaintiffs Alec Ananian, Angelinna Caisa, Yao Wen Cheng, Yee Ching Cheung, Eric Chow, Amirebrahim Darabi, Shaghayegh Fathi, Pedro Frias, Oscar Guerrero, Veronica Hamilton, Kyle Hosley,

Douglas Kang, So Jeong Kim, Karolina Kister, Chengyuan Liu, Jennifer Liu, Olena Lysyuk, Denholm Miller, Julie Morgan, Brianne Pedersen, Jaffar Sabet, Aleksei Samburov, Aliia Samburova, Victor Sanchez, Skye Sands, Ashley Saxon, Cooper Schilder, Zihan Schilder, Jordan Slavtcheff, Daniel Speciale, Geoffrey Rodriguez, Aaron Tait, Ka Tam, Caterina Vernieri, and Robert Zhang v. All Defendants)

163. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the preceding paragraphs as though set forth herein.

164. Defendants' negligent management, breach of the warranty of habitability, and harassing conduct, as alleged herein, substantially interfered with Plaintiffs' beneficial use of their apartments and rendered the Building and Plaintiffs' units unfit for occupancy. As of August 18, 2022, Plaintiffs have been locked out of the Building, their units, and deprived of all services and assistance from Defendants. To date, Defendants have provided no date certain when Plaintiffs might return to the Building.

165. Defendants' acts as alleged herein were negligent and/or intentional.

166. Defendants' wrongful acts as alleged herein rendered Plaintiffs' units unfit and unsuitable for occupancy in whole or in substantial part for the purposes for which they were leased and interfered with Plaintiffs' beneficial enjoyment of their apartments.

167. Defendants had actual and constructive notice of the above-referenced habitability defects and tenant harassment but failed and refused to adequately respond and/or abate said conditions or cease from such harassing conduct.

168. As a direct and proximate result of Defendants' acts and failures to act alleged herein, Plaintiffs were forced to surrender possession of their apartments, and have suffered general and special damages thereby to be proven up at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:


A. For general and special damages, including but not limited to, emotional distress damages, property damage, rent refund, and rent differential damages, in an amount according to proof;

B. For consequential and incidental damages for losses in an amount according to proof;

- 1 C. For equitable disgorgement of Defendants' profits pursuant to Business and Professions Code §
2 17203, for restitution of unjust revenue and rent collected by Defendants during Plaintiffs'
3 tenancies at the Building, for all rent paid to Defendants or their agents by Plaintiffs because
4 Defendants were unjustly enriched as a result of unfair business practices;
5 D. For statutory damages pursuant to Civil Code § 1942.4, or as otherwise allowed by law;
6 E. For trebling of damages pursuant to San Francisco Rent Ordinance §§ 37.9 and 37.10B against
7 Defendants;
8 F. For relocation payments pursuant to San Francisco Rent Ordinance § 37.9(C).
9 G. For reasonable attorney's fees and costs pursuant to San Francisco Rent Ordinance § 37.9 and
10 37.10B, Civil Code § 1942.4, and/or as otherwise allowed by law;
11 H. For relocation payments pursuant to California Health and Safety Code § 17975 et seq.
12 I. For punitive damages pursuant to Civil Code § 3294 against Defendants and/or as otherwise
13 allowed by law;
14 J. For costs of suit;
15 K. For prejudgment interest pursuant to Civil Code § 3288, and/or as otherwise allowed by law; and
16 L. For such other and further relief as the Court deems just and proper.

17
18 Dated: October 25, 2022

19 By:



Ryan J. Vlasak, Esq.
BRACAMONTES & VLASAK, P.C.
Attorneys for Plaintiffs

EXHIBIT A



LEASE CONTRACT

Date of Lease Contract: November 27, 2020
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

Ankur Sharma

and us, the owner: 41 Tehama L.P.

(name of title holder or published and recorded fictitious business name). You've agreed to rent Unit No. 15G, at 33 Tehama Street #15G

(street address) in San Francisco (city), California, 94105 (zip code) (the "Dwelling") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 28th day of November, 2020, and ends at 11:59 p.m. the 27th day of November, 2021. **THIS LEASE CONTRACT WILL AUTOMATICALLY RENEW MONTH-TO-MONTH UNLESS EITHER PARTY GIVES AT LEAST 30 DAYS WRITTEN NOTICE OF TERMINATION OR INTENT TO MOVE-OUT AS REQUIRED BY PARAGRAPH 48 (MOVE-OUT NOTICE).** If the number of days isn't filled in, at least 30 days written notice is required. If the Residents have been in possession for longer than one year, Landlord shall provide Residents with at least a 60 day written notice to terminate tenancy. Residents shall comply with all notice provisions in paragraph 32 (Default by Resident).

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the dwelling is \$ 1000.00, due on or before the date this Lease Contract is signed. See paragraphs 52 (Security Deposit Deductions and Other Charges) and 53 (Deposit Return, Surrender, and Abandonment) for security deposit return

information. The security deposit may not exceed 2 month's rent for an unfurnished dwelling, and 3 month's rent for a furnished dwelling. The security deposit may not exceed two and a half month's rent for an unfurnished dwelling, and three and a half month's rent for a furnished dwelling in the event you install water furniture.

Santa Cruz County Residents. You have the right to receive yearly interest on your security deposit at a rate of _____%. We may be liable for damages if we don't comply under Santa Cruz County Code §8.42 and Cal Civ. Code §1950.5.

5. **KEYS.** You will be provided 2 Dwelling key(s), 2 mailbox key(s), _____ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 2563.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or
☒ at our online payment site, or
☐ at _____

Prorated rent of \$ 256.30 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on November 28, 2020.

Otherwise, you must pay your rent on or before the 3rd day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the expiration of one business day after the due date, you'll be delinquent. You will be obligated to pay to us (check one): ☐ a flat rate of \$ _____ or ☒ 5 % of your total monthly rent payment if you fail to pay any amount when due under this Contract. You agree that it would be impracticable or extremely difficult to fix the actual damage to us and that the late charge is a reasonable estimate of the actual damages that the parties reasonably believe would occur as a result of late payment. You'll also pay a charge of \$25.00 for each returned check or rejected electronic payment. For additional returned checks you'll pay a charge of \$35.00. If you are delinquent, all remedies under this Lease Contract will be authorized. If you are delinquent, all remedies under this Lease Contract and California law will be authorized. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligations under this Lease. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

☒ **Rent Concession.** If this box is checked, you and we have entered into an Addendum for a Rent Concession. The Addendum is attached. Please read it thoroughly.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water; ☐ gas; ☐ electricity; ☐ master antenna
☐ wastewater; ☐ trash; ☐ cable TV;
☐ other Valet Living

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal

household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the dwelling unit, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

- 8. INSURANCE.** Our insurance does not cover the loss of your personal possessions or personal injury and it is recommended that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☒ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ 100,000.00, and you shall provide us with proof of such insurance to our satisfaction. If no box is checked, renter's insurance is not required.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

The dwelling ☐ is ☒ is not located in a special flood hazard area or an area of potential flooding. We have knowledge that the dwelling is in a special flood hazard area if: (1) we received written notice from any public agency, or, (2) our mortgage holder requires us to carry flood insurance, or (3) we currently carry flood insurance. You may obtain more information about hazards, including flood hazards, that may affect your dwelling from the Internet Web site of the Office of Emergency Services (<http://www.caloes.ca.gov/>). The Internet Web site address for the MyHazards tool is <http://myhazards.caloes.ca.gov/>. Our insurance does not cover the loss of the tenant's personal possessions. We recommend that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not required to provide additional information concerning the flood hazards to the property. The information provided herein is deemed adequate to inform you.

- 9. LOCKS AND LATCHES.** We will provide an operable deadbolt lock on each main swinging entry door of the dwelling in compliance with California Civil Code, Section 1941.3, subject to statutory exceptions. We will provide window security or locking devices as required by that statute. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in. You must notify us immediately of any inoperable door, window, latch, or lock. You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. Unless otherwise required by law, you must pay for all repairs or replacements arising from misuse or damage to devices by you or your household members, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

- 10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See any additional special provisions.

- 11. EARLY MOVE-OUT.** If you move out early without our written consent or without paying us a negotiated lease termination fee, you will be liable to us for actual damages, including liability for rents during the entire remainder of your lease term (less mitigation) and for the cost of finding and processing a replacement resident, paying locator service fees, cleaning, make-ready costs, etc. In addition to any other rights and remedies allowed by law, we shall have the remedy set forth in Civil Code Section 1951.2.

- 12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

- 13. PROPERTY LEFT IN DWELLING.**

Storage After Surrender, Abandonment, or Eviction. We may remove and/or store all property remaining in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or

abandon the dwelling (see definitions in paragraph 53 (Deposit Return, Surrender, and Abandonment)). We will use reasonable care in storing the property, but we're not liable for casualty loss, damage, or theft unless caused by deliberate or negligent act on our part. We may store the property either in the dwelling or in another safe place until (1) we release the personal property described in the notice to you or other persons we reasonably believe to be the owner of the property and we shall not require you to pay the cost of storage if its owner reclaims the property within two days of you vacating the dwelling, (2) charges (and actual advertising/sale expenses) are paid in full after 2 days, or (3) 18 days have elapsed after "Notice of Right to Reclaim Abandoned Property" has been mailed (or 15 days after it is personally served) by us, as provided below as otherwise required by law.

Notice. The "Notice of Right to Reclaim Abandoned Property" must be in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. The notice must be given by personal delivery to you or via regular U.S. mail to you at your last known address or to the person believed by us to be the owner.

Redemption. If we've stored property as provided above, you or the person believed by us to be the owner may redeem the property by paying all storage charges (and any actual advertising/sale expenses) on or before the expiration of the Notice of Right to Reclaim Abandoned Property as required by law. The charges for storage will be the fair rental value of the rental space reasonably required for the storage. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check. We may also send a copy to your email address.

Other disposition or Sale. If all the property being stored is believed by us to be worth less than \$700 and it has not been redeemed, we may keep, throw away, or give away the property after the 18th day following the giving of the "Notice of Right to Reclaim Abandoned Property" above. If all of the property is believed by us to be worth \$700 or more, we may (1) release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other person reasonably believed by the landlord to be its owner reclaims the property within two days of vacating the dwelling, (2) we release

the property to the person believed by us to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) sell the property at public sale in compliance with the procedures of Section 1988 of the California Civil Code. Sale may be subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. You and the landlord may bid at the sale. Excess sums will be paid over to the county in accordance with statute.

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

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, including future rents (less any mitigation), reletting charges, attorney's fees (consistent with paragraph 32 (Default by Resident)), court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 32 (Default by Resident) apply to the failure to pay first month's rent upon execution of the Lease Contract.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 19 (Community Policies or Rules), or as otherwise allowed by law. We will give you a minimum of 30 days notice if you are on a month to month tenancy before we increase the rent (a maximum of 10% increase over the previous 12 months). We will give you at least 90 days notice during a month to month tenancy before we raise the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in your income or family composition as determined by a recertification required by statute or regulation.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Any termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the beginning of the lease term and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later.

The readiness date is considered the new beginning date of the lease term for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEEES AND CHARGES - ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. During your initial lease application and throughout your tenancy, we may obtain information on you, your rental history, or other personal information that may be provided to law-enforcement, government agencies, or other business entities for other business purposes, at a third party's request. Upon verifiable request from you, we will provide you with any personal information collected, or disclosed for business purposes relating to you, including but not limited to: categories and specific pieces of personal information collected, the categories of sources from which the personal information is collected, the business or commercial purpose for collecting or selling personal information, and the categories of third parties with which we share personal information.

- (A) Should we choose to collect your personal information, we will, at or before the point of collection, inform you as to the categories of personal information to be collected and the purposes for which the categories of personal information will be used. Upon verifiable request from you, we will disclose and deliver the personal information the we collected about you, free of charge, within 45 days of the verified request.
- (B) Upon verifiable request from you to delete personal information from our records, we will do so, and direct service providers to delete any personal information in their records, subject to certain exceptions.
- (C) We will not sell personal information to third parties.
- (D) We do not discriminate against any resident that exercises any of their rights under the California Consumer Privacy Act ("CCPA"). However, we may charge different prices or provide a different quality of goods or services if the difference is reasonably related to the value provided to you by your data. Further, we may offer financial incentives to you for the collection, sale, or deletion of personal information.
- (E) The obligations imposed on us by the CCPA cannot, and will not, restrict our ability to comply with federal, state, or local laws; comply with civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by with federal, state, or local authorities; cooperate with law enforcement relating to violations of with federal, state, or local laws; exercise legal claims; collect, use, retain, sell, or disclose aggregate or deidentified consumer information; or collect or sell personal information where that information is based on commercial conduct wholly outside of California.

While You're Living in the Dwelling Unit

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written Community rules, regulations and policies, including instructions for care of the dwelling and the Community. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the Community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The dwelling and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Doors, windows, and other passageways inside the dwelling must be clear and unobstructed for access to every room in the dwelling,

and may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You must maintain the dwelling free from clutter or any other condition which may restrict air flow, encourage mold growth, invite pests, creates a fire hazard, or otherwise degrades the habitability of the dwelling. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit

business or contributions. Unless otherwise provided by law, conducting any kind of business in your dwelling or in the Community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. You or your guests may not use the dwelling, or any other part of the property, to violate, or in violation of, any law, statute, or ordinance. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Community; disrupting our business activities; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance (Note: “Controlled substance” includes so-called “medical marijuana” under the law of California and any state having similar laws. The Resident agrees not to violate any law or ordinance. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance. (21 United States Code sections 801-904; 21 United States Code section 841(a)(1); 21 United States Code section 812(b)(1)); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; or injuring our reputation by making bad faith allegations against us to others.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless entitled to terminate this Lease Contract by law or pursuant to its terms, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke nor the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report known smoke and carbon monoxide detector malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We are not responsible for the acceptance or receipt of any mail, messages, or packages left at the entrances to the dwelling or elsewhere on the property, or for any loss or damage to those items or any other material that is delivered to the property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the Dwelling is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your dwelling, you'll be liable for damage to our and other's property. You agree to indemnify and hold us harmless from any claims, losses, or expenses (including attorney's fees) that we may incur as result of your negligence, or the negligence of your guests, invitees, or occupants in the dwelling, such as damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Compliance with Statutory Obligations. You hereby understand and acknowledge that you have an affirmative duty to comply with the obligations set forth in California Civil Code Section 1941.2:

- (1) To keep the dwelling clean and sanitary as the condition of the dwelling permits.
- (2) To dispose all rubbish, garbage and other waste, in a clean and sanitary manner.
- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the Community or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
- (5) To occupy the dwelling as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the dwelling, fixtures, and furniture as is, except for conditions causing the premises to be untenable under California Civil Code 1941. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the Community. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the dwelling or Community. No holes or stickers are allowed inside or outside the dwelling. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless permission is statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE. (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling Unit or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum.

Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. If you or any guest or occupant violates the animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for any necessary defleaing, deodorizing, and shampooing. You must not feed stray or wild animals.

29. WHEN WE MAY ENTER. Landlord will have the right to enter the premises 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, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or
- To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- Entry to inspect a tenant's dwelling unit shall comply with Section 1954. Entry to inspect any unit selected by the pest control operator and to conduct followup inspections of surrounding units until bed bugs are eliminated is a necessary service for the purpose of Section 1954. Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator.

The landlord shall notify the tenants of those units inspected by the pest control operator pursuant to Section 1954.604 of the pest control operator's findings. The notification shall be in writing and made within two business days of receipt of the pest control operator's findings. For confirmed infestations in common areas, all tenants shall be provided notice of the pest control operator's findings.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 53 (Deposit Return, Surrender, and Abandonment).

31. ASSIGNMENT AND SUBLETTING. You may not assign or sublet any portion or the entire dwelling, except to the extent required by law. We intend this to be a strict and absolute prohibition against subletting and assignment. We will not acknowledge, communicate, or accept rent from any person other than you. All guests, residents, occupants, subtenants, or assignees in the dwelling must comply with every term of this Lease. If you no longer permanently reside in the dwelling, we reserve the right to raise the rent and collect rent from any subsequent occupants. You must notify us in writing if you no longer permanently reside in the dwelling, or if it is no longer your principal place of occupancy. You may still be liable for the entire Lease Contract term if you move out early (see paragraph 48 Move-Out Notice).

Responsibilities of Owner and Resident

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Community rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted,

or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your dwelling; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraphs 20 (Limitations on Conduct) or 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint

to an official or employee of a utility company or the government. Any of the above defaults shall be a material breach of the Lease and shall be a just cause to evict you from the dwelling.

Eviction. If you default and if we wish to terminate your right of occupancy, we must give you a 3 Court day written notice to cure the default. If the default is incurable (i.e. assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of this Lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises, or using the premises for an unlawful purpose, or any other incurable default), we may end your right of occupancy by giving you a 3-day notice to vacate. Notice to cure and notice of occupancy termination must be delivered by either: (1) personal delivery to any resident; or (2) personal delivery at the dwelling to any occupant of suitable age and discretion and sending a copy through the regular U.S. mail addressed to the tenant at his or her place of residence; or (3) posting on the outside of the dwelling's front door, accompanied by mailing the notice by regular U.S. mail. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who

can't occupy because of holdover (less any mitigation); and (3) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your dwelling while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 3 days' prior written notice, we may report unpaid amounts to consumer reporting agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies including lease termination, lockout under statute, and the remedy set forth in Civil Code § 1951.2. The prevailing party may recover from a non-prevailing party attorney's fees and any costs of litigation in an amount of no more than \$1200. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date. To the greatest extent allowed by law, you must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. If you fail to fulfill your obligations under this Lease, we intend to submit a negative report to a consumer reporting agency. The report will summarize your violations and be a possible reflection on your credit record.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo or letter that was given. Fax signatures are binding. All notices must be signed.

37. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract is subordinate or superior to existing and future recorded mortgages or deeds of trust, at our lender's option.
- H. All lease obligations must be performed in the county where the Dwelling is located.
- I. Upon our request, resident shall provide us with a Tenant Estoppel Certificate.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

38. REGISTERED SEX OFFENDER 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.

39. PROPOSITION 65 WARNING. Proposition 65 protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform Californians about exposures to such chemicals. Please see the California Proposition 65 Addendum for warnings and additional information.

40. NOTICE OF NEGATIVE CREDIT REPORT. Pursuant to California Civil Code § 1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.

41. INDEMNIFICATION. Subject to applicable law, you shall indemnify and hold the owner, its agents and employees, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to your, your guest's or occupant's negligence, tenancy and/or your failure to comply with this Lease Contract.

42. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

43. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the dwelling and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

44.FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

45.POLITICAL SIGNS. You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote as allowed by law. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

When Moving Out

48.MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term). The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Terms). The move-out date in your notice [check one]: ☐ must be the last day of the month, or ☒ may be the exact day designated in your notice. If neither box is checked, the second checkbox applies. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 23 (Release of Resident), except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move-Out), 23 (Release of Resident), or under other laws providing a right to terminate this Lease Contract. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

49.MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

50.CLEANING. You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

51.MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

46.PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Dwelling) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We will accept rent payments from a third party, if the third-party signs an acknowledgment stating 1) the third party is not a current tenant of the property and 2) that acceptance does not establish a tenancy.

47.ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local dwelling (multi-housing) associations for the area where the dwelling is located.

52.SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You may not use the security deposit to pay any month's rent. We may withhold from the security deposit only such amounts as are reasonably necessary to remedy your defaults including, but not limited to, the following:

- a) Defaults in the payment of rent;
- b) To repair damage to the premises caused by you, exclusive of ordinary wear and tear, and/or;
- c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and /or;
- d) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

53.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within 21 days after surrender or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; (2) all dwelling keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first, or (3) we reasonably believe that you have surrendered the dwelling to us.

Abandonment. You have abandoned the dwelling when we reasonably believe you have abandoned it. California law provides that abandonment will be found when all of the following have occurred: (1) your rent has been due and unpaid for at least 14 days; (2) we give you written notice of such belief and our intent to terminate the lease because of your delinquency; (3) our notice of abandonment follows substantially the form in California Code Section 1951.3(d); (4) such notice is given by (i) personal delivery to you, or (ii) first class mail, postage prepaid to your last known address; (5) the lease termination date in that notice is at least 15 days after personal delivery or 18 days after mailing; and (6) such 15 or 18 day notice period has expired without response from you as per California Code Section 1951.3. If we have reason to believe you won't receive the notice at your last known address, we will, at the same time we mail the above notice to your last known address, mail a copy to any other addresses that are known to us where you could reasonably be expected to receive the notice.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13 (Property Left in Dwelling)), but do not affect our mitigation obligations (paragraph 32 (Default by Resident)).

Severability, Originals and Attachments, and Signatures

54. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

55. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

11/27/2020

(Required by Cal. Civil Code Section 1962)

Name, address and telephone number of Owner or Owner's Agent:

33 Tehama

33 Tehama

San Francisco, CA 94105

(415) 243-4333

Name, address and telephone number of person or entity to whom payments must be made:

33 Tehama

33 Tehama

San Francisco, CA 94105

(415) 243-4333

Acceptable forms of payment:

Rent Payments may be made personally ☐ Yes ☒ No

If yes, the person authorized to accept payments will be available

(usual days and hours authorized person will be available to accept payment).

THIS LEASE CONTRACT WILL AUTOMATICALLY CONTINUE AS A TENANCY FROM MONTH TO MONTH AT THE EXPIRATION OF THE INITIAL LEASE TERM UNLESS (1) PROPER MOVE-OUT OR VACATE NOTICE IS GIVEN UNDER PARAGRAPH 48 (MOVE-OUT NOTICE), OR (2) YOU AND WE AGREE OTHERWISE IN WRITING.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

33 Tehama

San Francisco, CA 94105

(415) 243-4333

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

DocuSigned by:

Ankur Sharma

49647FF267294DF...

DocuSigned by:

Deborah W...

FBA0063F5B5A45B...





INVENTORY AND CONDITION FORM

DWELLING UNIT DESCRIPTION. Unit No. 15G, 33 Tehama Street #15G
 (street address) in San Francisco
 (city), California. 94105 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: November 27, 2020 Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

You must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out.

Resident's Name: Ankur Sharma

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

☐ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Lamps, Bulbs

Other

Microwave

Other

General Items

Thermostat

Cable TV or Master Antenna

A/C Filter

Washer/Dryer

Garage Door

Ceiling Fans

Exterior Doors, Screens/Screen Doors, Doorbell

Fireplace

Other

Dining Room

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Halls

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs _____
 Floor/Carpet _____

 Doors, Stops, Locks _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Other _____

Exterior (if applicable)

Patio/Yard _____
 Fences/Gates/Gate Latches or Locks _____
 Faucets _____
 Balconies _____
 Other _____

Bedroom (describe which one): _____

Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Other _____

Bedroom (describe which one): _____

Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Other _____

Bath (describe which one): _____

Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Exhaust Fan/Heater _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Sink, Faucet, Handles, Stopper _____
 Countertops _____
 Mirror _____
 Cabinets, Drawers, Handles _____
 Toilet, Paper Holder _____
 Bathtub, Enclosure, Stopper _____
 Shower, Doors, Rods _____
 Tile _____
 Other _____

Half Bath

Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____

Ceiling _____
 Light Fixtures, Bulbs _____
 Exhaust Fan/Heater _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Sink, Faucet, Handles, Stopper _____
 Countertops _____
 Mirror _____
 Cabinets, Drawers, Handles _____
 Toilet, Paper Holder _____
 Tile _____
 Other _____

Bedroom (describe which one): _____

Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Other _____

Bath (describe which one): _____

Walls _____

 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Exhaust Fan/Heater _____
 Floor/Carpet _____

Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Sink, Faucet, Handles, Stopper _____
 Countertops _____
 Mirror _____
 Cabinets, Drawers, Handles _____
 Toilet, Paper Holder _____
 Bathtub, Enclosure, Stopper _____
 Shower, Doors, Rods _____
 Tile _____
 Other _____

Safety-Related Items (Put "N/A" if not applicable)

Door Knob Locks _____
 Keyed Deadbolt Locks _____

 Keyless Deadbolts _____

 Sliding Door Pin Locks _____
 Sliding Door Latches _____
 Sliding Door Security Bars _____
 Doorviewers _____
 Window Latches _____
 Porch and Patio Lights _____
 Smoke Detectors _____
 Alarm System _____
 Fire Extinguishers (look at charge level-BUT DON'T TEST!) _____
 Garage Door Opener _____
 Gate Access Card(s) _____
 Other _____

Date of Move-In: _____

or

Date of Move-Out: _____

Special Provisions. The following special provisions control over conflicting provisions of this printed form:

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verifying that they are working. You acknowledge that you and management have inspected the dwelling unit and that no signs of bedbugs or other pests are present. This unit is in a decent, safe and sanitary condition.

The Landlord may charge the security deposit for the following items:

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

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____ Date of Signing: _____

Owner or Owner's Representative: _____ Date of Signing: _____





MOLD INFORMATION AND PREVENTION ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama
Street #15G
 _____ (street address) in
San Francisco
 _____ (city), California, 94105 _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: November 27, 2020
 Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- 4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls,

shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover, including non-functioning fans or other ventilation systems. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

- 5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

- 6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water; let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract
November 27, 2020



**BED BUG ADDENDUM**

Date: November 27, 2020
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama
Street #15G
(street address) in
San Francisco
(city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 27, 2020
Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treat the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned at the time we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in our dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If required to vacate, for your health and safety, and the effectiveness of the treatment, you shall not reenter the dwelling until instructed to by the pest control operator. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting special provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color; although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color; visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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 also refer to the Requests, Repairs, and Malfunctions paragraph of your lease.





Community Policies/Master Lease Addendum

1. Preface

This Master Lease Addendum contains community rules, regulations, and/or policies that are incorporated into and part of your Lease Contract. They apply to you and your occupants, guests, and invitees. Use of "we", "us", and "our" in this Addendum refers collectively to the owner of the community and the owner's authorized agents/representatives. Violation of any provision of this Addendum may result in termination of your right of possession and/or your Lease Contract. The community rules, regulations, and/or policies in this Addendum may be added to, amended or repealed at any time in accordance with your Lease Contract. This Addendum is intended to supplement your Lease Contract. To the extent there is any inconsistency between this Addendum and the Lease Contract, the provisions of the Lease Contract control.

2. No Reliance on Security Devices or Measures

You acknowledge that cameras may be installed at some or all of the gates and in various common areas throughout the community. If cameras are installed, these areas may be recorded. Cameras, if installed, are for the sole purpose of protecting our real and personal property. Such cameras are not intended to protect, monitor, provide security for, or give a sense of security to you or any occupant or guest. You acknowledge that, given the limited purpose for which cameras may be installed or used, we have no obligation to cause such cameras to be monitored. We have no obligation to preserve or make available the contents of any recordings to you or others.

3. Entry Devices

In the event your community requires an entry device, the following policies apply.

- Access Card, Remote or Key Fob:** You and each occupant if you request, will receive one controlled access device of our choice. Additional devices may be available for an additional charge of \$ 100.00.
- Damaged, Lost or Unreturned Cards, Remotes, or Fobs:** If a controlled access device is lost, misplaced, stolen damaged, or not returned at termination of this Agreement, a fee of \$ 100.00 will be charged for each device replacement.
- Duplicate, Lost or Unreturned Keys:** A charge of \$ 25.00 will be owed for each duplicate, lost or unreturned key.
- Re-keying Lock:** If you wish to have your apartment home, storage, mailbox, and/or garage lock(s) re-keyed because you have lost your key or for any other reason you agree to pay a re-keying fee of \$ 50.00 which is due prior to changing your locks.
- After Hours Lock Outs:** After office hours, you must contact and pay for a locksmith if you have locked yourself out.
- Lock Outs During Office Hours:** If you are locked out of your apartment home during business hours, contact us. A picture I.D. may be required to gain access to your apartment home.

4. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards, the following policies apply.

Items Prohibited

Combustible Materials
Firewood
Unsightly or Heavy Items
Motorcycles

Flags
Charcoal & Gas Grills
Propane Tanks
Automobile Tires, Parts, Equipment

Furniture designed for Indoor Use
Bicycles hung from ceilings or walls
Laundry
Signs

- Resident Responsible for Private Yard:** In the event your apartment home has a private yard and you are responsible for maintenance of the yard, maintenance will include, but not be limited to, mowing, edging, shrub trimming, watering, debris removal, weeding, etc. You agree to maintain the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, etc.). If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit as allowable under the Lease Contract.
- Community Landscaper Utilized for Private Yard:** In the event your apartment home has a private yard and your community landscaper maintains the private yard, there may be an additional monthly fee of \$ N/A required. You are still responsible for maintaining the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, regular watering, etc.). You agree to provide access so that routine yard management maintenance can occur. If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit paid as allowable under the Lease Contract.

5. Gardens

In the event your community has a garden for the enjoyment of all residents, the following policies apply.

- Unless otherwise posted, the hours are from dawn to dusk.
- Use at your own risk. In case of emergency, call 911.
- You agree to plant the garden plot within two weeks of being assigned a designated area.
- You agree to maintain the designated plot and to keep plants within the assigned/designated area.
- We encourage an organic gardening program. Use of pesticides, herbicides, and insecticides made from synthetic materials as well as use of chemical fertilizers are not advisable. Slug bait is permitted only when used in enclosed containers, which must be removed from the site after use. Use of raw human and/or animal waste is not allowed due to environmental and health concerns. Fully composted manures, such as steer and chicken manure, are allowed.
- No illegal plants may be grown, including but not limited to any plant listed by the state agencies and weed control board as noxious weeds.
- Only water your assigned garden plot.
- Maintain healthy plants and remove dead plants in a timely manner (not to exceed one week duration).
- Materials other than plants are prohibited, except items that assist in growth.
- All tools provided by us must remain in designated areas. We are not responsible for injuries due to the use of tools. If you need any additional tools, they are your responsibility.
- Debris after planting, any remaining soil, fertilizer, etc. must be swept immediately.
- Garden plots will expire with your lease, and may be renewed at the time of lease renewal. If you decide not to renew usage, the plot must be cleaned out and left in the original condition. Renewal is not guaranteed.
- We are not responsible for lost, stolen, or damaged plants or other items.
- Please be respectful of the neighbors who live around the gardens. No smoking, noise disturbances, or horseplay is allowed.
- Animals are not allowed in the garden plot areas, except assistance animals.

6. Inside or Near the Apartment Home

6.1 Windows and Doors: Any window treatment installed by you shall present a uniform appearance with the exterior of the building. The use of foil and other similar materials, on windows is strictly prohibited. You will not obstruct any windows or doors.

6.2 Welcome Mats and Heavy Items: You may place a welcome mat in front of your entry door subject to our approval. Rugs or carpet remnants are not permitted. You shall not place any unusually heavy objects on the floor of the Premises, such as pool tables, waterbeds, etc. without our prior written permission. You will not obstruct any doorways, stairs, entry passages, breezeways, courtyards, or halls of the community.

6.3 Soliciting: Soliciting is not permitted in the community. Unless allowed by law or following our prior written permission, you shall not distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community.

6.4 Fireplace: In the event your apartment home has a fireplace, you agree to use the fireplace for the intended purpose and at your own risk. Never use flammable liquids to start fires and never burn anything other than seasoned firewood. Clean your hearth of any flammable materials. Do not attempt to clean the inside of the chimney. Report maintenance needs to us immediately. Use a mesh screen and leave glass doors open when burning fires. If applicable, open the flue/damper before lighting a fire. Close the flue/damper only when the fire is completely out, the smoke has ceased to rise, and the wood is cool. Never leave a fire unattended. Put all fires out completely before going to bed or leaving the apartment home.

6.5 Furniture, Televisions, Appliances: In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon move-out, these items must be placed in the same location they were upon move-in. You will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances.

6.6 Wires and Personal Items Outside the Home: No radio, television other wires are permitted on any part of the apartment home. You shall not store personal items in the outside walkways, breezeways or under stairs.

7. Odors

You, your occupants, guests, and invitees acknowledge that we cannot prevent odors in and around your apartment home and community.

7.1 Resident Responsibilities: If you create odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others.

7.2 Removal of Odors: If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use or surrounding residents complain about the odors, you will be responsible for the cost for removing unwanted smells and odors.

8. Parking and Vehicles

In the event your community has parking for residents, the following policies apply. Guests must park in guest parking only.

- a) **Speed Limit:** Unless otherwise posted, the speed limit is ten (10) miles per hour.
- b) **Posted Signs:** You are responsible for following all posted signs including height restrictions, mounted mirrors, and traffic control devices.
- c) **Unassigned Parking:** In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Parking spaces are not guaranteed.
- d) **Assigned Parking:** In the event parking at your community is assigned, you must park only in your assigned space.
- e) **Limitation of Vehicles:** We will advise you if your community has a limitation on the number of vehicles allowed.
- f) **Restricted Vehicles:** Unless specifically allowed in designated areas, including carports and/or garages, the following are not allowed: campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment. Violators will be towed away without notice at the vehicle/equipment owner's expense.
- g) **No Vehicle Repairs:** Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- h) **Vehicle Insurance:** All vehicles will be parked at your own or the vehicle's owner's risk, and you will maintain proper insurance on your vehicles.
- i) **No Loitering or Recreational Activities:** You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), recreational activities, or disrupting the flow of traffic.
- j) Improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment are not permitted in the community and may be removed by us at your expense or the expense of any other person owning same, for storage or public or private sale, at our option with no right of recourse against us. The definition of improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment shall be liberally construed in our favor. In addition, but not limited to their generally accepted definitions, "improperly parked", "non-operable", "abandoned", and "unauthorized" shall also mean vehicles or equipment which: (1) Are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the appearance or rental marketability of the community or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to us or other residents; (2) Are not displaying any required hangtag, decal, or other identifier provided by us; (3) Are left unattended for a period of not less than thirty (30) days without anyone having claimed ownership of it.

9. Parking Tags/Stickers

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear-view mirror or taped next to the vehicle registration. We are not responsible for damage to tint or glass due to the sticker. The vehicle can be towed without notice at the vehicle owner's expense in accordance with state law.

- a) You agree to advise your guests and invitees to park in the designated guest parking spaces only.
- b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$ 25.00 will be assessed to your account.

10. Animals

10.1 Assistance Animals: Assistance animals required pursuant to a disability-related need are welcome. Assistance animals must be disclosed to and approved by us. The appropriate reasonable accommodation process will apply.

10.2 Pet Policies: No animals of any kind are permitted in your apartment or the community without our prior written consent. In the event your community allows pets, the following policies apply.

- a) **No More Than Two Pets:** A maximum of two pets per apartment home is permitted.
- b) **Weight Limits:** Pets shall not exceed your community's weight limit.
- c) **Restricted Breeds and Prohibited Dogs:** The following breeds are not permitted on the community: Rottweiler, Doberman Pinscher, Pit Bull Terrier/Staffordshire Terrier, Chow, Presa Canarios, Akita, Alaskan Malamutes, Wolf-Hybrid, or any mix thereof. Specific communities may have additional breed restrictions. In addition, we prohibit any dog with a history of biting, injuring any person or animal, or damaging property.
- d) **Determination of Breed:** Regardless of your representation as to the breed or classification of any animal, you agree that we shall make the final determination as to the breed or classification of your pet or animal in our sole and absolute discretion. Restricted Breeds shall have the broadest possible meaning, and includes, but is not limited to, any animal displaying physical traits or characteristics of any restricted breed animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance. If applicable, a canine DNA test may be requested at your expense.
- e) **Cats:** Cats must be spayed or neutered.
- f) **Animals Not Allowed in Amenities:** Animals, except Assistance Animals, are not permitted in the pool, pool area, or community amenity areas such as the business and fitness centers. No animals will be allowed in the pool or spa water.
- g) **No Staking Animals:** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- h) **Aquariums:** Aquariums up to 20 gallons are allowed without a pet deposit or fee. Aquariums over 20 gallons may require a pet deposit or fee in addition to proof of renter's insurance.
- i) **Secure Animals During Service Requests:** Remove animals or place them in a room behind a closed door or kennel/crate with notification to us.

11. Trash Removal and Disposal

- a) **Curbside Pick Up:** In the event your community offers curbside trash pick-up, contact us for the scheduled days and times of pick-up. You agree not to leave any trash out on days that are not scheduled for pick-up. We reserve the right to remove curbside trash pick-up service upon written notice to you of the change.
- b) **No Curbside Pick Up:** In the event your community does not offer curbside trash pick-up, you shall dispose of your bagged and tied trash inside the compactor/dumpster facility as instructed by us or by the sign near the compactor/dumpster.
- c) **Trash Chutes:** In the event your community has trash chutes, contact us for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact us for details or questions regarding the use of the trash chutes.
- d) **Recycling:** In the event recycling is offered at your community, you are responsible for complying with all recycling regulations.
- e) **Potential Charges:** You may be charged \$25 per bag for any trash left outside your apartment home or in breezeways. Please contact us if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.

- f) **No Litter:** Do not leave cigarette butts or other trash near or around patios/balconies, under windows, or near entry doors. We reserve the right to assess a fine of \$25 per incident.
- g) **No Furniture as Trash:** No furniture may be left for trash removal.
- h) **Dumpster Use for Residents Only:** Only you and your occupants are permitted to use the dumpster/compactor.
- i) **No Dumpster Diving:** Do not retrieve items from the dumpster. Digging or scavenging is prohibited.
- j) **General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- k) **No Parking in Front of Dumpster:** Parking in front of the dumpster/compactor is not allowed.
- l) **Prohibited Items:** You understand that you cannot place the following items in or around the trash dumpster or compactor: propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

12. Pest Control

12.1 Extermination: Unless prohibited by statute or otherwise stated in your Lease Contract, we may have extermination operations conducted in the apartment home several times a year and as needed to prevent insect infestation. If pest control services are provided, you shall pay the amount of \$ N/A on or before the first day of each month to reimburse us for extermination services to the apartment home. You shall pay such fee in the same time and manner as you pay rent pursuant to your Lease Contract. You must request in writing extermination treatments in addition to those regularly provided by us.

12.2 Preparations for Extermination: If the apartment home is not prepared for a scheduled treatment date, we will reschedule treatment at your expense. You agree to perform the tasks necessary to prepare the apartment home for extermination, including:

- a) removing people sensitive to the extermination treatment from the apartment home;
- b) removing animals or placing them in bedrooms with notification to us;
- c) removing animal food bowls;
- d) removing all food, utensils, glasses, and dishes and food containers from countertops and floors;
- e) removing chain locks or other obstructions on the day of service;
- f) removing contents from shelves, cabinets, and floors where pests have been seen;
- g) cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- h) refraining from wiping out cabinets after the treatment.

12.3 Notify Us of Health Issues: You are solely responsible for notifying us in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of pesticides.

12.4 Your Responsibilities: To reduce the possibility of pests, you shall: (a) store all food in sealed containers; (b) not leave food or dirty dishes out; (c) empty all cans and bottles and rinse them with water; (d) immediately dispose of unused paper grocery sacks; (e) sweep and mop the kitchen regularly; (f) vacuum carpets frequently to remove crumbs and other food particles; (g) remove trash immediately; (h) not put wet garbage in the trash; (i) use the garbage disposal if available; (j) not leave windows or doors open allowing pests to enter; and (k) comply with any instructions/protocol from the extermination company.

13. Packages / Deliveries

In the event your community accepts packages for residents we do so in our sole discretion and the following policies apply:

- a) We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Postal Service. We will not accept any package shipped COD or having postage due.
- b) In the event your community offers a package locker system, couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- c) We will not be responsible or liable for any lost or stolen deliveries which we sign for or accept. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- d) Pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender.
- e) Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- f) We have no obligation to contact you when accepting packages. This is your and the deliverer's responsibility.
- g) Deliveries or service requiring entrance into your apartment home by anyone other than us will be allowed only with your prior written permission.
- h) We are not responsible for articles or parcels left at your door or in the office by delivery services.
- i) We will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- j) You shall not have perishable goods delivered to the office unless your community has approved such delivery in advance or offers refrigerated lockers.
- k) We may not accept packages that are over 25 pounds or larger than 2'x2'x2'.
- l) You may be required to present a photo ID and/or signature when picking up a package.

14. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define emergencies as the following:

- a) Electrical or gas failure of any nature
- b) Broken or non-working exterior doors, locks, windows
- c) Malfunctioning access gates that are locked and will not open
- d) No heat (when outside temperature is below 60 degrees)
- e) No air conditioning (when outside temperature is above 85 degrees)
- f) No water
- g) Overflowing toilet
- h) Flooding
- i) Broken pipes
- j) Fire (call 911 immediately)
- k) After business hours, emergency service requests can be reported by calling the office. The on-duty service technician will be notified and will respond as quickly as possible.

15. Apartment Home Transfers

When transferring to another apartment home within the community:

- a) You shall not replace or transfer your interest in the Lease Contract, or any part hereof, without our prior written consent. If you are in violation of the Lease Contract, you will not be approved for a transfer.
- b) You must sign a Transfer form.
- c) The criteria for qualifications of credit, income and employment, residence, and criminal must be met for residents that transfer within the lease term or at the end of the lease term.
- d) You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment home.
- e) If applicable, a transfer fee must be paid prior to transferring. A new security deposit may be required to secure the new apartment home. In addition, market rent, new pet deposit/fees (if applicable) and other applicable fees must be paid.
- f) You are required to provide a written move-out notice according to your Lease Contract from the current apartment home. The vacated apartment home must be left in the condition described in the move-out cleaning instructions. We will inspect the apartment home and forward statements and deposit refunds to your new address.
- g) If you cancel the transfer after the new apartment home has been assigned and taken off the market, you will be responsible for any economic loss sustained resulting from your failure to rent the new apartment home.
- h) You shall be responsible for all moving costs including those associated with switching utilities and services to the new apartment home if a transfer is approved.

16. Amenities / Facilities

<i>Swimming Pool</i>	<i>BBQ Grill/Fire Pit</i>	<i>Spa or Hot Tub</i>	<i>Club Room</i>	<i>Dog Park/Spa</i>
<i>Sports Court</i>	<i>Car Cleaning Facility</i>	<i>Game Room/Theater</i>	<i>Laundry Room</i>	
<i>Tanning Facilities</i>	<i>Sauna</i>	<i>Business Center</i>	<i>Fitness Facilities</i>	
<i>Video Library</i>	<i>Nature/Hiking Trail</i>	<i>Playground</i>	<i>Roof Top Deck</i>	

In the event that your community hosts any of the above or other amenities, the following apply:

- In an emergency, call 911
- Attendants are not provided
- Use amenities at your own risk
- Comply with posted signs
- Use equipment in the manner it is intended
- Do not destroy any equipment/amenity
- Report any equipment needing repair or vandalism
- Do not remove any equipment
- Wear appropriate attire
- Be mindful of others when using amenities and limit time as necessary
- Only two guests are allowed and must be accompanied by you
- We are not responsible for accidents, injuries, or lost, stolen, damaged, or misplaced items
- You agree to hold us harmless from any and all claims, damages, or expenses related to the use of amenities

17. Amenity / Facility Safety-Related Restrictions

17.1 Safety-Related Restrictions: Our community contains amenities/facilities that are intended to enhance the living experience for you and your occupants. You agree that, for safety-related reasons, certain amenities/facilities may require restrictions on use. You agree to abide by posted signs. You further agree that you, your occupants or guests will be supervised, as needed, by someone possessing the proper skills to supervise the particular activity at the amenities/facilities.

17.2 Residents Shall Exercise Their Own Prudent Judgment: You, occupants and guests are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community. By establishing safety-related use restrictions, we are not in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

18. Swimming Pool and Spa / Hot Tub

In the event your community has a pool and/or hot tub for the enjoyment of all residents, the following policies apply. Please follow posted signage.

- a) We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area. LIFEGUARDS ARE NOT PROVIDED. SWIM AT YOUR OWN RISK. FOR YOUR SAFETY, DO NOT SWIM ALONE.
- b) No diving. Diving may result in injury or death.
- c) We cannot and do not assure, guarantee or warrant your safety.
- d) Assistance animals are allowed in the pool area if necessary due to a disability-related need; however, no animals will be allowed in the pool or spa water.
- e) We are not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- f) No jumping into the pool from balconies, patios, fountains, or other structures near the pool.
- g) Keep gates closed at all times.
- h) Respect others by covering pool furniture with a towel. Do not remove pool furniture from pool areas. Dispose of trash properly.
- i) Overexposure to hot water may cause dizziness, nausea, and fainting. Hot water exposure limitations vary from person to person.
- j) Check the hot tub temperature before entering the hot tub. Do not use the hot tub if the temperature is above 104 degrees. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.
- k) Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the pool or hot tub.
- l) Appropriate swimwear is required at all times as determined by us. Diapers are not allowed unless they are swim diapers.
- m) You are limited to 2 guests to any pool/hot tub area, and you must accompany your guests at all times.

19. Sports Courts (Tennis, Volleyball, Basketball, etc.)

In the event your community has sports courts (tennis, volleyball, basketball, etc.) for the enjoyment of all residents, the following policies apply.

- a) Motorcycles, bicycles, tricycles, roller blades, skateboards and skates are not permitted on the court surface.
- b) Do not sit or lean on the net. Do not hang from or climb on the goal or nets.
- c) Proper athletic shoes with rubber soles are required.

20. Club Room / Game Room / Theater

In the event that your community provides a club room, game room, and/or theater for the enjoyment of all residents, the following policies apply.

- a) No wet clothing permitted.
- b) Clubroom hours are determined by us.
- c) All items must be returned, in the condition in which they were received prior to leaving.
- d) Use the facility at your own risk. Use the equipment only in the manner intended by manufacturer.
- e) Do not remove or damage equipment and supplies.

21. Tanning Bed, Tanning Dome, or Spray Tan Booth

In the event a tanning device(s) is provided for the enjoyment of all residents, the following policies apply:

- a) Failure to use the eye protection may result in permanent damage to your eyes.
- b) Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- c) Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin and skin cancer.
- d) Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain food, cosmetics, and medications.

22. Video / DVD Library

In the event your community provides a video/DVD library, the following policies apply.

- a) You acknowledge and agree to be fully responsible for any and all videos/DVDs borrowed by self or other occupants while using the video services provided.
- b) All videos/DVDs must be returned in good working condition (except reasonable wear and tear) within 48 hours.
- c) We are not responsible for persons borrowing videos/DVDs that may not be suitable for themselves or others.
- d) We may charge your account the total amount owed including late charges and/or market value of all items not returned in good working condition.

23. Business / Computer Center

In the event your community has a business center for the enjoyment of all residents, the following policies apply:

- a) The center is for use by you and occupants only.
- b) We are not responsible for lost, stolen or damaged items, content viewed, viruses or loss of information.

- c) Smoking, food and drinks are prohibited.
- d) Please be considerate of others. Limit computer use to 30 minutes when others are waiting.
- e) You must provide their own document/data storage. Do not install or download any program, file or software on the business center equipment. Data created, stored or saved on the business center equipment will not be private, may be used by us for any purpose and will likely be deleted. *Incoming faxes are prohibited.*
- f) We reserve the right to monitor, intercept, review, and erase, without further notice, all content created on, transmitted to, received or printed from, or stored or recorded on the courtesy devices.
- g) Users should not use the courtesy device to transmit or store personal information, including user names, passwords, addresses, driver's license numbers, social security numbers, bank information, or credit card information.
- h) The courtesy device and associated access to the internet may not be used to (a) violate United States, state, or foreign laws; (b) transmit or receive material that is threatening, obscene, harassing, discriminatory, defamatory, illicit, or pornographic; or (c) interfere with or disrupt network users, services, or equipment.
- i) Attempts to remove equipment from the business center will engage the alarm system.
- j) Users may not alter or damage existing hardware or software. Do not modify screensavers or background images on business center equipment.
- k) Violation of any or all of the above stated rules may result in termination of business center use or other remedies under the lease.

24. Barbecue Grill / Outdoor Kitchen / Fire Pit / Fire Place

In the event your community has barbeque grills, outdoor kitchens, fire pits, or fire places for the enjoyment of all residents, the following policies apply.

- a) Barbecue grill instructions may be posted at each location or are available from us. Please contact us before attempting to use these grills.
- b) Keep pets and persons requiring supervision away from open flames.
- c) Your community may require a deposit or fee to use the facility. Contact us for further details.
- d) Never leave a fire unattended. Do not leave until the fire is completely out.
- e) Keep flammable materials away from the fire.

25. Laundry Room

In the event your community has laundry rooms, the following policies apply.

- a) Use appropriate settings on washers and dryers. Any loss or damage to clothing is not our responsibility.
- b) No dying of clothes is permitted.
- c) Do not wash or dry oversized items.
- d) Remove lint from dryer before and after each use. Wipe down after use. Please leave machines clean.
- e) Facilities are for use by you and occupants only.

26. Dog Park/Spa

In the event your community has a Dog Park or Spa for the enjoyment of all residents, the following policies apply.

- a) Animal owners are responsible for their animal's behavior, for damage or injury inflicted to or by their animal(s). Animal owners must remain with dogs in fenced area at all times.
- b) You are limited to 2 animals per person in the Dog Park or Spa
- c) Dogs must be leashed when entering and exiting the park and must be leashed in the transition corridor, if applicable. You must have a visible leash for each dog at all times.
- d) Animals with a known history of dangerous or aggressive behavior are prohibited. Immediately leash your dog(s) and leave the Dog Park if your dog behaves aggressively.
- e) Puppies under 6 months of age and female dogs in heat are not allowed in the Dog Park.

27. Roof Top Deck

In the event your community has a roof top deck for the enjoyment of all residents, the following policies apply.

- a) You, your occupants and guests shall not walk in any areas on the roof other than the designated walkway and roof top deck itself.
- b) Nothing shall be thrown or intentionally dropped over the edge of the roof. You, upon the first infraction of this policy by you, your occupants or guests, may have use privileges revoked and/or residency terminated.

28. Photographs, Digital Images, Video

All residents, occupants, visitors and guests, while in common areas, give Owner, management company, their employees, agents, subsidiaries and authorized vendors the right to record their image and/or voice, and grant Owner and management company all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever.

A release to Owner, management company, their employees, agents, subsidiaries and authorized vendors is granted for all rights to exhibit this work in all media, including electronic form, publicly or privately. The rights, claims or interest controlling the use of identity or likeness in the sound, still or moving images is waived and any uses described herein may be made without compensation or consideration.

29. Wildlife

29.1 Definition of Wildlife: Wildlife can include the presence of alligators, bears, crocodiles, snakes, opossums, raccoons, or other non-domesticated animals. In the event wildlife is found on the community, you agree to the following.

29.2 Resident Acknowledgements: You assume the risk with respect to having wildlife near your apartment home and acknowledge that we are not liable for any injuries, damages or losses to persons or property caused by or related to the wildlife.

29.3 Resident Responsibilities: You will be responsible for informing occupants, guests and invitees about the wildlife and enforcing their compliance with the following:

You, your occupants and guests will not:

- a) feed, get close to, or attempt to catch the wildlife;
- b) swim, wade or play near the wildlife;
- c) dispose of garbage or scraps near a water source, pond, lake, or other area that may contain wildlife.

30. Body of Water (Lake, Pond, Water Features)

You will be responsible for informing occupants, guests and invitees about the bodies of water and enforcing their compliance with the following:

No one will

- a) swim or wade in any body of water that is not designated as a swimming pool;
- b) boat on any body of water unless approved by us;
- c) ice skate or conduct any other type of water sport in or on the bodies of water.

31. Elevators

In the event your community has an elevator (s) for the enjoyment of all residents, the following policies apply.

- a) Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.
- b) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- c) When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor.
- d) Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.

32. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply:

- a) **Inform Occupants and Guests:** You will be responsible for informing occupants, guests, and invitees about these policies.
- b) **Stay Away from Construction Areas:** You agree to observe all warning signs and blockades. You agree to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. You acknowledge there may be construction debris, trip hazards, and uneven surfaces. Construction crews may work throughout the days to complete construction.
- c) **Machinery and Equipment:** You acknowledge the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by you, your occupants, guests or invitees is strictly prohibited.
- d) **Minor Disturbances:** You acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home.
- e) **Amenities May Be Unavailable:** You further agree that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by you, your occupants, guests and invitees during the period of construction.
- f) **Resident Waives Right to Withhold Rent:** Except as otherwise prohibited by law, you hereby waive any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of your apartment home or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of our duty pursuant to applicable law.
- g) **Move-In Date Not Guaranteed Due to Construction Delays:** You acknowledge that the move-in date cannot be guaranteed in the case of unforeseen construction delays. You acknowledge that you will not be compensated for any unforeseen occupancy delays. If you terminate the Lease Contract early for any reason other than construction delays, you will be responsible for all applicable early termination charges and procedures.

33. Prevention of Mold

You agree not to conduct any mold or other environmental testing of your apartment without giving us at least 72 hours advance written notice to enable us to have a representative present during testing. You agree that failure to provide such notice means the testing is not admissible in any legal proceedings.

34. Fire/Freezing Weather/Floods/Other Emergencies

Emergency situations may occur during your residency. Please remember that you are responsible for your own safety and the safety of your occupants, guests and invitees. You should look to the proper authorities for any assistance when needs exceed your abilities. Please note the following regarding certain emergency situations.

34.1 Fire Hazards:

- a) Follow fire safety and fire safety regulations while in the apartment home and community.
- b) No flammable or combustible objects/substances are to be stored on patios, balconies, under stairwells, in your garage or storage space and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, candle, curling iron, etc.).
- c) Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised at all times during use and should never be left unattended.
- d) Do not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress or egress.
- e) Fireworks are prohibited inside the apartment home or anywhere within the community.

34.2 Fire Alarms: In the event residents are given procedures for fire alarms, you, your occupants, guests and invitees are required to adhere to all procedures.

- a) You and your occupants, guests, and invitees must not tamper with, interfere with, or damage any alarm equipment and/or installation.
- b) In the event the community has a fire sprinkler system, you acknowledge and hereby agree that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If you trigger or activate the fire sprinkler system, you will be responsible for all damages caused by the activation.
- c) Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.
- d) An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

34.3 Freezing Weather: You shall follow these precautions when subfreezing weather occurs.

- a) Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed.
- b) Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- c) Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs, it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment home and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- d) Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- e) If you notice a water leak, icy spot or other hazardous condition on the community, notify us IMMEDIATELY.

34.4 Floods:

- a) If heavy rain, storms or flooding is forecast, you should follow the guidelines below. Do not put tape on the windows unless directed by us.
- b) Unplug all appliances and televisions. Do not plug appliances back in until the water completely recedes and community personnel give you permission.

35. Power Outage

In the event of a power outage that lasts more than 24 hours, we have the right, but not an obligation, to dispose of the contents of the refrigerator/freezer in your apartment home. You waive any claim and hold us harmless for the disposal of such contents. You agree not to seek recovery against us for interruption of power that results in disposal, loss, or spoilage of refrigerated or frozen food.

36. Payments

Unless otherwise allowed at your community, we only accept electronic payments. Cash, paper checks, paper money orders or other forms of payment will not be accepted. Credit and Debit Card transactions may not be allowed.

36.1 ACH, Credit, and Debit Cards: Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Credit and debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

36.2 Advantages in Paying Rent via ACH: There are advantages for you in paying your rent via automated electronic payments, including:

- a) Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- b) No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- c) Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- d) Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

36.3 Electronic Money Orders: We also accept electronic money orders. Details on this payment option are available at the office.

36.4 Check Scanner: If your community accepts paper checks and uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

36.5 Electronic Check Conversion: If your community accepts paper checks, please be aware that we may use electronic check conversion. This is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at

the time you make a purchase or payment. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

37. Data and Communication

You understand and accept that we may collect, retain, use, transfer, and disclose personal information, such as the first name, last name, email address, and phone number of you or your occupants in the unit. We may collect, retain, and use that information, or disclose that information to third parties to, among other things, (a) operate the Property; (b) provide services consistent with the Lease; (c) refer you to third parties that provide products or services that may be of interest to you or your occupants in the unit; (d) collect debts; and (e) conduct and analyze resident surveys. Please review the privacy policy of the owner's authorized agent at the time of residence for a discussion of the treatment of information during your lease. The current policy may be viewed at <https://www.greystar.com/privacy>.

Providing an email address or cell phone number to us enables us to send important announcements, including notices regarding an emergency water shut off, work to be done at the Property, or changes in office hours. By providing this contact information, you and your occupants consent to receive communications regarding marketing materials, promotional offers, community messages, and service reminders via e-mail, voicemail, calls and/or text.

By providing your and your occupants' phone numbers, you acknowledge and agree that we may contact you and your occupants at the phone number(s) that you and your occupants have provided, including through an automatic telephone dialing system and/or an artificial prerecorded voice, with information and notifications about the community and for other non-marketing, informational purposes, including in connection with expiration of your lease. You further warrant to us that you or your occupants are the subscriber for any wireless number that you or your occupants have provided. You agree to immediately notify us if you or your occupants are no longer the subscriber for a wireless number, or if a wireless number changes. Text messaging and data rates may apply.

You authorize us to deliver messages regarding renewal of your lease and other offers to you at the telephone number(s) that you have provided, including through the use of an automatic telephone dialing system and/or artificial or prerecorded voice. You acknowledge and agree that this authorization is made voluntarily.

The permissions and consents granted herein apply to the owner of the community and the owner's authorized agents/representatives, including its property manager, and will continue even after your lease expires, the owner of the community sells the community, or the property manager no longer manages the community.

38. Subletting and Replacements

38.1 When Allowed: Replacing a resident, subletting, assigning, or licensing a resident's rights are allowed only when we consent in writing. Residency at your community is subject to an application and/or approval by us. Occupancy is restricted to only the named residents and occupants that are identified in your Lease Contract.

38.2 Advertising Your Apartment: You are not allowed to advertise your apartment homes(s) without our written consent. This prohibition on advertising includes online postings, print advertising or other formats such as craigslist, Airbnb, etc.

39. Conduct

You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of unlawful, discourteous, or unreasonable communication or conduct by you or your occupants, guests or invitees, shall be a material breach of this Agreement and will entitle us to exercise all of our rights and remedies for default.

You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of abusive or offensive behavior whether verbal or physical by you or your occupants, guests or invitees, shall be a material breach of this Lease and will entitle us to exercise all of our rights and remedies for default.

If requested by us, you agree to conduct all further business with us in writing.

Summary	
Section and Description	Charge
Additional Controlled Access Device	\$ 100.00
Damaged/Lost/Unreturned Cards/Remotes/Fobs (per device)	\$ 100.00
Duplicate/Lost/Unreturned Key	\$ 25.00
Re-keying Lock	\$ 50.00
Private Yard Maintenance Fine	\$ N/A
Lost/Stolen/Unreturned Parking Tag/Sticker (per item)	\$ 25.00
Trash Clean-up (per bag)	\$ 25
Litter Fine (per incident)	\$ 25
Pest Control Monthly Fee	\$ N/A

This is a binding document. Read carefully before signing.

Resident(s) Signature(s) (18 years of age and over)

Date:

Date:

Date:

Date:

Date:

Owner's Representative Signature:



UTILITY AND SERVICES ADDENDUM

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated November 27, 2020 between 41 Tehama L.P.

("We" and/or "we" and/or "us") and Ankur Sharma

("You" and/or "you") of Unit No. 15G located at 33 Tehama Street #15G

(street address) in San Francisco, CA 94105

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 6
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☒ 3rd party billing company if applicable Realpage Utility Management

***Submetered Water does not apply under this Addendum. Please refer to the Water Submeter Lease Addendum and Water Service Law Additional Information Form for submetered water. The Water Submeter Lease Addendum applies: (1) if your dwelling has a water submeter installed on or after January 1, 2018, and was required to be installed pursuant to a building standard adopted in accordance with Health and Safety Code Section 17922.14, and not exempted per Civil Code 1954.216, or (2) to all dwelling units where submeters are used to charge a tenant separately for water service.

b) **Sewer** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 6
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☒ 3rd party billing company if applicable Realpage Utility Management

c) **Gas** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☐ 3rd party billing company if applicable _____

d) **Trash** service to your dwelling will be paid by you either:

- ☐ directly to the service provider; or
☒ trash bills will be billed by the service provider to us and then charged to you based on the following formula: 6
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☒ 3rd party billing company if applicable Realpage Utility Management

e) **Electric** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☐ 3rd party billing company if applicable _____

f) **Stormwater** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☐ 3rd party billing company if applicable _____

g) **Cable TV** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the flat rate is \$_____ per month.
☐ 3rd party billing company if applicable _____

h) **Master Antenna** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☐ 3rd party billing company if applicable _____

i) **Internet** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☐ 3rd party billing company if applicable _____

j) (Other) **Gas - Hot water Energy** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
☒ bills will be billed by the service provider to us and then allocated to you based on the following formula: 7
☐ If flat rate is selected, the current flat rate is \$_____ per month.
☒ 3rd party billing company if applicable Realpage Utility Management

k) (Other) _____ service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or
- ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
- ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the dwelling unit has no sub-meter. The formula may be based on factors such as, the interior square footage of the dwelling unit, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 5 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>10.00</u>	(not to exceed \$ <u>15.00</u>)
Monthly Administrative Billing Fee:	\$ <u>4.25</u>	(not to exceed \$ <u>6.00</u>)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ <u>5.00</u>	(not to exceed \$ <u>10.00</u>)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 25.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

[illegible]

Date _____
Date _____
Date _____
Date _____
Date _____
Date _____
Date _____

**CRIME/DRUG FREE HOUSING ADDENDUM**

1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama
 Street #15G (street address) in
San Francisco
 (city), California, 94105 (zip code)

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: **November 27, 2020**
Owner's name: **41 Tehama L.P.**

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of California and/or the Federal Controlled Substances Act.

Resident or Residents *(sign here)*

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.

6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.

7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.

8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Date of Signing Addendum

Owner or Owner's Representative *(signs here)*

Date of Signing Addendum

DocuSigned by:

Ankur Sharma

~49647FF267294DF..

DocuSigned by:

Deborah Lunn

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**ADDENDUM REGARDING RECREATIONAL and MEDICAL MARIJUANA USE
and
LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM**

1. DWELLING UNIT DESCRIPTION.

Unit. No. 15G, 33 Tehama
Street #15G
 _____ (street address) in
San Francisco
 (city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: **November 27, 2020**
Owner's name: **41 Tehama L.P.**

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The Propositions 215 and 64 permit the limited use of medical marijuana and recreational purchase in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing

and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, dwelling complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.
5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.
6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative *(signs here)*

Date of Signing Addendum



LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT



1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama Street
#15G (street address) in
San Francisco
(city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 27, 2020
Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount. [Check all that apply]

☒ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ 7226.00. This Concession will be credited to your rent due for the month(s) of: Dec 2020 to May 2021

The amount specified in the Rent and Charges paragraph of the Lease Contract is the amount due before the application of the rent concession.

☐ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of \$ _____ per month off of the suggested rental rate for your dwelling. The amount specified in the Rent and Charges paragraph is the amount due after application of the rent concession.

☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

Concession Cancellation. The concession and discounts indicated above are conditioned upon your full and timely compliance with the Lease Contract.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, without further notice from us, and you will not be entitled to receive any further concessions or discounts.

4. MARKET RENT. The market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

5. LOWEST GROSS RENTAL AMOUNT. For those properties subject to The Tenant Protection Act of 2019 (AB 1482) ("the Act"). In determining the lowest gross rental amount pursuant to California law, any rent discounts, incentives, concessions, or credits offered by us for the dwelling and accepted by you shall be excluded. You and we agree the rent stated in the NAA Lease Contract in the Rents and Charges paragraph is the lowest gross rental amount. Pursuant to the Act, "the gross per-month rental rate and any owner offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement."

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

A one-time concession of \$7,226 shall be applied on the following dates which are governed by the Invesco 30/30/90 Addendum and are covered under the buy-out addendum: \$2,563 shall be applied to rent on December 29, 2020. \$2,563 shall be applied to rent on January 29, 2021 rent. \$350 shall be applied to parking from December 2020 through May 2021.

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

Date of Lease Contract

November 27, 2020

DocuSigned by:

Ankur Sharma

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DocuSigned by:

Deborah Sharma

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ANIMAL ADDENDUM

Becomes part of Lease Contract

Date: November 27, 2020
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama
Street #15G
 _____ (street address) in
San Francisco
 (city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **November 27, 2020**
Owner's name: **41 Tehama L.P.**

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **A. ☐ NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the Dwelling or Dwelling community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum. Owner may NOT require residents to declaw or devocalize their pets as a condition of occupancy.

- 4. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract does not include this additional animal rent.

- 5. LIABILITY NOT LIMITED.** The additional monthly rent under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

6. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: **Marley**
Type: **Dog**
Breed: **Labrador Retriever**
Color: **Yellow**
Weight: **70** Age: **4**
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: **Ankur Sharma**

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

- 7. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

- 8. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

9. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: **Off Premises** _____
- You are responsible for immediately cleaning up any messes, waste, or soiling caused by your animal in or around the dwelling.
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use. In all cases, your animal must be fed and its food stored in a way that does not attract pets or other animals, or otherwise damages the premises.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

10. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

11. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

12. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

13. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

14. MOVE-OUT. When you move out, you'll pay for necessary defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there.

15. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

16. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 10 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)





LEASE ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama Street
#15G (street address) in
San Francisco
(city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 27, 2020
Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled to exclusive possession of: (check as applicable)

- ☐ garage or carport attached to the dwelling;
☐ garage space number(s) _____;
☐ carport space number(s) _____; and/or
☐ storage unit number(s) _____.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 350.00. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract does not include this additional rent.

5. USE RESTRICTIONS. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.

6. NO DANGEROUS ITEMS. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

7. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

8. GARAGE DOOR OPENER. If an enclosed garage is furnished, you ☒ will ☐ will not be provided with a ☒ garage door opener and/or ☐ garage key. You will be responsible for the maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

9. SECURITY. We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

10. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY. Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

11. COMPLIANCE. As allowed by law, we will have the right to enter garages and storerooms as allowed by law.

12. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

13. MOVE-OUT AND REMEDIES. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum.

14. WARNING: Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer (a collection of related diseases in which some cells in the body begin to abnormally divide without stopping, and often spread into surrounding tissues) and birth defects or other reproductive harm (Reproductive Harm occurs when a chemical interferes with the ability to produce normal, healthy offspring. This includes effects on the female and male reproductive systems, and effects on the developing embryo, fetus, or child, resulting from exposure during pregnancy. Under Proposition 65, "reproductive toxicity" includes "developmental toxicity," "female reproductive toxicity," and "male reproductive toxicity"). Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/parking.

This image shows a full page of primary-ruled notebook paper. It features multiple sets of horizontal lines designed for teaching handwriting. Each set consists of three lines: a solid top blue line, a dashed middle blue line, and a solid bottom blue line. These sets are repeated vertically down the entire page, providing ample space for practicing letter formation and alignment. The paper is otherwise blank, with no text or markings other than the ruling lines.[illegible]

November 27, 2020

NO-SMOKING ADDENDUM

Date: November 27, 2020
(when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the Community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama Street
#15G

(street address) in
San Francisco
(city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: November 27, 2020
Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the Community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds. Smoking of non-tobacco products which

are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the Community. Smoking must be at least 25 feet from the buildings in the Community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the Community may be used for smoking: Smoking is not permitted within 25 feet of any building.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this Community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)



SAN FRANCISCO LEASE CONTRACT ADDENDUM



DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama Street #15G

(street address) in

San Francisco
(city), California, 94105 (zip code).

LEASE CONTRACT DESCRIPTION.

Lease Contract date: November 27, 2020Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

NOTICE: At the time of this Addendum, we may be subject to the Residential Rental Stabilization and Arbitration Ordinance (Chapter 37 of the San Francisco Administrative Code), and the Residential Rent Stabilization and Arbitration Board Rules and Regulations as published and revised from time to time. You shall pay allowable rent increases, additional charges, assessments or fees, including the annual rent Board per-unit fee assessment (one-half of which is, by law, payable by you). Nothing in this Addendum waives your right to pay these payments.

1. Applicable if "X" appears in the following subparagraphs:

- ☐ A. Resident is assigned parking space _____. A monthly charge of \$ 350.00 shall be payable with rent pursuant to the **Rent and Charges paragraph of the Lease Contract.**
- ☐ B. Resident is assigned storage space _____. A monthly charge of \$ _____ shall be payable with rent pursuant to the provisions of **Rent and Charges paragraph of the Lease Contract.**
- ☒ C. The Assignment and Subletting paragraph of the Lease Contract is hereby amended to expressly prohibit the subletting or assignment of the dwelling. Resident understands and agrees that this includes a roommate(s) whose name is not on the Lease.
- ☐ D. Premises is within 300 radial feet of a Place of Entertainment. A Disclosure of Neighboring Place of Entertainment is attached pursuant to San Francisco Administrative Code Chapter 116.

2. Dwelling is a _____ bedroom unit. You may not convert any other rooms into bedrooms. Any unauthorized conversion will not alter the definition of the dwelling for the purposes of the San Francisco Rent Ordinance.

You will notify us in writing if and when the Premises is no longer your permanent place of residency. You and we agree that if you fail to notify us, we shall be damaged monetarily as follows: The monthly rent differential between what you were paying when you no longer permanently reside at the

Premises or used the Premises as a principal place of residency and the fair market monthly rent for the Premises. Therefore, in such instances where you withhold this information from us, you shall be liable to us for this difference in rental value for each month from the time you cease using the Premises as a permanent or principal place of residence through the time that we adjust the monthly rent to the fair market monthly rent.

3. The parties to the Lease understand and agree that for purposes of Civil Code §1954.53(d)(2), the phrase "no longer permanently resides in the rental unit" means that Resident owns residential property, is employed or has a place of business more than 60 miles from San Francisco, is registered to vote outside of San Francisco, has a spouse or domestic partner that resides at another residence, has a principal place of residency elsewhere, or has acquired another residence anywhere.
4. If the Resident intends to leave town for a period of time exceeding 3 days, and leaves a subtenant(s) or guest(s) in sole possession of the premises, Resident agrees to provide Owner or Owner's Representative with the address and phone number of where Resident will be residing while out of town. This provision is not intended to create a contractual relationship between the subtenant/guest of the Resident and/or the Owner's Representative. In case of emergency, the Owner or the Owner's Representative must be able to communicate with the Resident that is out of town.
5. Resident agrees and understands there are serious health risks from secondhand smoke and that smoke may also inflict damage to the Premises and building. Resident represents that Resident and guests don't smoke and won't smoke on the Premises or in the building. This prohibition against smoking is a material part of this Lease and extends to tobacco, as well as any illegal substances, herbs, pipes and cigars that may be smoked or create smoke of any kind. If Resident violates this provision, Resident is subject to eviction, to an increase in the security deposit to the maximum amount permitted by law, or at Owner or Owner's Representative's option, to a deduction from Resident's security deposit for thorough cleaning and painting of the Premises.
6. The parties agree that the security deposit is not rent and not subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance.
7. The prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Resident(s). The Owner or Owner's Representative expressly intends not to waive this prohibition unless such waiver is specifically put in writing and signed by the Owner or Owner's Representative. The parties agree that unless the absolute prohibition against assignment and subletting is waived in writing and signed by the Owner or Owner's Representative it shall be conclusively presumed that there has been no waiver.
8. No conversion of, nor any attempt to convert any other room to a bedroom is permitted, nor will any such conversion change the definition of the unit for purposes of establishing the type of unit under the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance, despite or regardless of our inaction or consent to such conversion.

You acknowledge that the Premises and the Common Areas from time to time may require renovations or repairs to keep them in good condition and repair that such work may result in temporary loss of use of portions of the Common Areas or Premises and may inconvenience you. You agree that any such loss shall not constitute a reduction in housing services, severance of housing services, or otherwise warrant a reduction in rent.

9. Resident is obligated to report the existence of mold immediately to the Owner or Owner's Representative. Resident is also obligated to report immediately to the Owner or Owner's Representative any water intrusion or moisture build up into or affecting the Premises, such as leaking or burst pipes or roof leaks, as well as any physical conditions that might indicate the existence of any such water intrusion, such as peeling paint or cracks in sheetrock or discoloration on walls. Should Resident fail to report as agreed, Resident shall be responsible for all costs of (a) repairing the underlying problem or condition that caused the mold; (b) investigation, testing, remediation and reconstruction; (c) harm suffered by the Resident in the nature of any personal injury, property damage, loss of business or other consequential damages; and (d) any harm suffered by third parties.
10. Except in an emergency, maintenance and repair requests must be made in writing and delivered to the Owner or Owner's Representative at the address listed on the Lease. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code §1954 unless otherwise specifically requested, in writing, by Resident. Resident, however, may not place any unreasonable restrictions upon such access or entry. The Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by the Owner or Owner's Representative. Resident acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Resident. Resident agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent.
11. The parties agree that Resident making a request for a repair, or complaining about a condition, at the Premises, shall constitute an "emergency" for purposes of entering the dwelling and the Owner or Owner's Representative (including contractors and/or workers) shall not be required to serve Resident with a written notice pursuant to enter pursuant to Civil Code §1954 in response to the emergency.
12. As part of the tenancy, Resident agrees that the Owner or Owner's Representative will be providing the following service: yearly inspection of the Premises to ensure the habitability of the Premises and to make any necessary repairs. Resident agrees to allow access to the Owner, Owner's Representative and any necessary contractors or workmen for purposes of providing this agreed upon service.
13. Resident agrees not to use an unreasonable amount of utility services that may be paid for by the Owner or Owner's Representative under the Lease.
14. All provisions of the Lease are considered to be material terms of the tenancy.
15. Resident and the Owner or Owner's Representative agree that "illegal purpose" shall be defined to include the manufacturing, sale, or use of illegal drugs or Resident residing in a Premises that doesn't have a certificate of occupancy or that is a nonpermitted unit.
16. Resident shall not change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of the Owner or Owner's Representative. In the event of such installation Resident shall provide the Owner or Owner's Representative with keys to such lock or device within 48 hours of the installation of such lock or device. Once installed, an approved lock may not be removed even when the dwelling is vacated. Keys to the Premises are the exclusive property of Owner or Owner's Representative. Resident shall not provide keys to the Premises to any other person without the prior written consent of Owner/Agent. In the event that any keys to the Premises are lost, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of the Owner or Owner's Representative, as required for the security of the Premises, the building and its occupants. All keys must be returned to the Owner or Owner's Representative when Resident vacates. Resident shall be charged for the cost of new locks and keys if all keys are not returned.
17. Resident, and each of them and all persons holding under them, within five days after receipt from the Owner or Owner's Representative, shall sign and return to the Owner or Owner's Representative a certificate, statement, or other such document signed by all occupants providing such information as the Owner or Owner's Representative may reasonably request, under penalty of perjury, including, but not limited to, the amount of base rent currently paid, the names of each occupant and their respective dates of occupancy, the date of the last rent increase, the status of each and entitling one to special benefits based on age, health, disability, income, or other criteria, under any provision of the San Francisco Rent Adjustment Ordinance, or other applicable law, the identity of furniture or fixtures that belong to Resident, whether the rent includes any parking space or storage space, and the amount of any security deposit or prepaid rent and whether interest on said deposit has been paid and through which date. Failure to deliver the above described document within the five days shall be a substantial violation of a material term of the tenancy and is a just cause for eviction.
18. Resident agrees to abide by any and all house rules, whether made known before or after the date of the Lease, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Resident has read, understands and agrees to be bound by the existing House Rules attached to and made part of the Lease.
19. If the Premises being rented is not subject to any applicable rent or eviction control ordinance, no reference in this Addendum to any such ordinance shall be deemed to represent to Resident that the Premises is subject thereto, nor shall such reference make any ordinance in any way applicable to the tenancy created by the Lease or this Addendum.
20. **Rent Stabilization and Arbitration Registration.**
We may seek recovery of the registration fee from you on November 1st of every year, up to a maximum of 50% of the annual fee for each unit, as follows. We may: (a) deduct the fee from the next interest payment owed to you on your security deposit pursuant to paragraph 2 above and Chapter 49 of the Rent Control Law, except that where the interest has been paid annually we may bill you directly; or (b) when the fee is not collected during the year in which we are first entitled to it, we may bank the fee and collect it in a future year. The billing statement must specifically show the fee amount owed by you for each year, and the amount of interest due to you (if any) for each year owing and shall state that the purpose of the fee is to fund the Rent Board and related administrative costs under Chapter 37A of the San Francisco Administrative Code, and that the fee is due and payable within 30 days of the date of the bill.
21. **Security Deposit.** If you have resided in the unit for one year or more, you shall be given the unpaid accrued interest in the form of either a direct payment or a credit against your rent. We may elect to pay the accrued interest on a monthly or yearly basis and we will notify you in writing of our choice. Upon termination of tenancy, if your security deposit has been held for one year or more, you shall be entitled to payment of the pro-rated share of any unpaid accumulated interest on the security deposit provided, however, that we may retain any portion of your unpaid accrued interest where the security deposit alone is insufficient to cover the amount legally due to us.
22. **Residential Tenant Communication.** No more than once per calendar quarter, you are permitted to use the common areas to distribute literature to other building tenants, including literature distributed on behalf of a tenants' association or other tenants' organization, where the literature relates to issues of common interest or concern

for the buildings' tenancies. However, any such literature placed on or in front of the door of a tenant unit must plainly include the name and telephone number and address of a distributor that the affected tenant may contact to opt out of future doorway distributions of such literature. You may only distribute literature during reasonable hours (from 8:00 AM to 8:00 PM) and you are not allowed to knock on the door or otherwise disturb other residents while distributing the material. Literature placed in the common area must be placed on the community bulletin board as designed by us, and must be neatly ordered. Multiple pages must be stapled or bound together. Nothing in this section shall give you the right to post flyers for business or personal matters not related to the tenancy.

- 23. Temporary Displacement.** For those properties subject to the rent stabilization ordinance of the City and County of San Francisco provides levels of compensation for the temporary displacement of a resident household for less than 20 days to temporary housing and living expenses, of \$275 per day per resident household, and actual moving expenses. The landlord shall have the option to provide a comparable dwelling unit and pay any actual moving expenses, in lieu of the compensation stated above. The rental housing shall be comparable to the resident household's existing housing in location, size, number of bedrooms, accessibility, type, and quality of construction, and proximity to services and institutions upon which the displaced tenant household depends.

- 24. Disclosure of Occupancy.** Resident is bound by this agreement to disclose immediately to the Owner/Agent in writing the following facts: who resides in the premises; names of all subtenants in the premises; names of long term guests in the premises; how much rent the Resident charges his roommates at the premises; whether the Resident has moved or has another residence, at any time during the tenancy, and the address of that other residence. Nothing in this provision shall be construed as permission to sublet the Premises or assign the agreement or as a waiver of any other rights of the Owner.

- 25. Habitability.** By taking possession of the premises, Resident acknowledges and agrees that the premises is fit for the purposes for which the premises was rented and is habitable in all respects. Should Resident ever need a repair, Resident agrees to let the Owner/Agent know immediately and in writing.

- 26. Habitual Late Pay/NSF Check.** Owner and Resident agree that 3 late payments in any 12 month period shall constitute the habitual late payment of rent and is just cause to evict. Owner and Resident agree that 3 returned checks in any 12 month period shall constitute the frequent return of checks due to insufficient funds and is just cause to evict.

- 27. Waiver/Enforceability.** Failure by us to insist upon the strict performance of the terms contained in this addendum shall not constitute or be construed as a waiver or relinquishment of our right to enforce any such term but the same shall continue in full force and effect. Moreover, if any provisions of this addendum are found unenforceable, the remaining provisions shall remain in full force and effect.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign here)

Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date

Owner or Owner's Representative
(Signs here)

Owner; or Landlord as Authorized Agent
Signature
Name Printed or Typed
Date



LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT

1. **Addendum.** This is an addendum to the Lease Contract for Apt. No. 15G in the 33 Tehama Apartments in San Francisco (city) CA (state). The effective date of this addendum is 11/28/2020.
2. **Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires You to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100,000 per occurrence. You will ensure that the liability insurance policy identifies this apartment community, C/O Greystar, P.O. Box 115009, Carrollton, TX 75011-5009 as a "Party of Interest" or "Interested Party" (or similar language as may be available). You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods, a policy of personal liability insurance with this limit and otherwise satisfying the requirements listed below, at your sole expense.
3. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third-parties (including damages to our property), with the minimum policy coverage amount set forth in paragraph 2 above, from a carrier with an AM Best rating of A-VII or better, authorized to issue such insurance in (state). The Carrier must provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.
4. **No Solicitation.** Unless otherwise acknowledged in writing, you acknowledge that we have made no solicitations, guarantees, representations, or promises whatsoever concerning any insurance or services provided by any insurance company. You were and are free to contract for the required insurance with the provider of your choosing so long as that provider comports with the requirements of paragraph 3 above.
5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract. Accordingly, our insurance carrier may sue you for losses it pays as a result of your negligence, and your insurance carrier may sue us for losses it pays as a result of our negligence.
6. **Your Insurance Coverage.** By signing this addendum, you acknowledge that you have purchased (or will purchase) the insurance described in paragraphs 2 and 3, and that you will provide written proof of this insurance to on-site staff prior to taking possession of the apartment. You further acknowledge that you will keep this insurance policy in-force for the entire term of the lease and provide written proof of active renter's liability coverage upon request. If any material terms of your insurance policy change, you agree to promptly provide proof of the modified policy terms to the on-site staff. For the purposes of this paragraph, either the written policy itself or the declaration page to the policy shall constitute written proof.
7. **Default.** Unless otherwise prohibited by law, any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law. If you allow your outside policy to expire or cancel, you will be in default under the terms of your lease. If you fail to provide written proof of insurance as required by paragraph 6, we reserve the right to procure coverage to address the deficiency and you agree to reimburse us in the form of a \$15.00 Lease Violation Fee for all costs and administrative expenses associated with such a purpose. The Lease Violation Fee is not prorated. In addition, you will be listed on our Blanket Renter Protection Policy and will not receive a copy of the policy, as you are not the policy holder. We may continue to charge you for such insurance coverage until such time as you provide proof of insurance pursuant to paragraph 6.
8. **Miscellaneous.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

IMPORTANT DISCLOSURES – READ CAREFULLY BEFORE SIGNING

1. The insurance required by the Lease Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract.
2. The insurance required by the Lease is not an attempt to limit the Owner's liability for its own negligence or your liability for your own negligence.
3. Owner may be receiving remuneration from insurance companies where permitted by law. CAS Insurance Agency, a licensed affiliate of the property manager, may also receive compensation on policies issued by some insurance companies for administrative or marketing support.
4. The insurance required by the Lease Contract is not in lieu of, or in any way a component of, the security deposit required by the Lease Contract.
5. You understand that every term of the agreement between you and the Owner is set forth in the Lease Contract, any addenda thereto, and in the Rules and Regulations which collectively constitute the entire agreement between you and the Owner. There are no other terms except those which may be implied by law.
6. You agree that you have not received any oral representations from Owner or any representative of Owner which are inconsistent with or not contained in the Lease Contract, the addenda attached to the Lease Contract, or in the Rules and Regulations. If you have received any such oral representations, you agree that you did not rely on them to decide to enter in the Lease Contract or this Addendum.

Resident or Residents

All residents must sign here

Owner or Owner's Representative

signs here

Date of Lease Contract

DocuSigned by: Revised 11/27/2020

Ankur Sharma

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DocuSigned by:

Deborah Lunn

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RESIDENT PARKING ADDENDUM

Date: November 27, 2020
(when this addendum is filled out)

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 15G, 33 Tehama
Street #15G (street address) in
San Francisco
(city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: November 27, 2020
Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

The term of this Parking Addendum is as follows:
Begins on November 28th, 2020 and
ending on November 27th, 2021.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).
10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$_____ per vehicle on or before the _____ day of _____. In alternative resident agrees to pay \$ 350.00 monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay \$_____ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:**Vehicle 1**

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. **WARNING:** Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer (a collection of related diseases in which some cells in the body begin to abnormally divide without stopping, and often spread into surrounding tissues) and birth defects or other reproductive harm (Reproductive Harm occurs when a chemical interferes with the ability to produce normal, healthy offspring. This includes effects on the female and male reproductive systems, and effects on the developing embryo, fetus, or child, resulting from exposure during pregnancy. Under Proposition 65, "reproductive toxicity" includes "developmental toxicity," "female reproductive toxicity," and "male reproductive toxicity"). Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/parking.

14. SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



Addendum for Apartment Homes Under Construction or Renovation

In the event your community is under construction or renovation, resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by resident, occupants, guests or invitees is strictly prohibited.

Resident acknowledges that the noise and the inconvenience of such construction in the community may cause minor disturbances to the quiet and enjoyment of the apartment by the resident. Resident further agrees that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by resident, occupants, guests and invitees during the period of construction. The resident hereby waives any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of resident's apartment or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of management's duty pursuant to applicable law.

Although every attempt is made to provide all prospective residents with an accurate guaranteed move-in date, when apartments are under construction there are occasionally delays that are outside the parameters of what we as a management staff can control. Should your selected apartment home be delayed by construction, a representative from your community will notify you as soon as is practicable and present you with an alternate move-in date or alternate location within the community if one is available. Please note, no adjustments will be made to the market rate of any apartments and only concessions offered at the time of reservation will be honored.

By signing this agreement you understand that your scheduled move in date is subject to change pending any unforeseen construction issues and/or inclement weather. If you do not wish to agree to the amended commencement date and, assuming we have been unable to deliver possession of the Premises to you as of the original commencement date, you may elect to terminate the entire Lease, without penalty. Your election to do so must be documented in writing and must be received by us within five (5) days following our notice to you.

Additionally, you acknowledge that all advertised amenities may not be fully available until construction of the entire community is completed.

_____ I understand that this community and all of its amenities are currently under construction and that upon move in, the common area amenities, such as the pool, may not be completed.

_____ I understand that management, while making every effort to meet the targeted move-in date, cannot guarantee the move-in dates due to unforeseen delays.

_____ I understand that as an applicant and or resident, I will not be compensated for any unforeseen occupancy delays.

_____ I understand that should I choose to cancel for any reason other than construction delays, all termination charges will apply according the application and lease contracts that I have signed.

Resident

Owner's Representative

Resident

Date

DocuSigned by:

Ankur Sharma

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DocuSigned by:

Deborah Lunn

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GREYSTAR

Window Acknowledgement Addendum

Apartments may have more than one floor level within the same home, as most of the buildings have tuck under parking. This will place bedroom window(s) above the tuck under parking and drive paths below. Therefore, bedroom windows are often one story higher than that of the front door and patio or balcony. Bedrooms windows have been equipped with stationary window locks and or movable thumb locks that are set to stop the window at a 4" opening. These devices require that the operator properly engages the window lock to ensure securement at the desired locked position. The stationary lock has a manual pin which can be pulled out allowing the window to slide open to the maximum opening. The manual thumb lock can be moved and engaged at various positions. Personal injury, death or property damage may occur as a result of a fall from a window.

By your signature below you acknowledge, understand and agreed to accept the following:

1. The apartment's bedroom window(s) have an elevation level at least one story higher than that of the front door.
2. The window screen does not support weight and is only intended to reduce potential entry of air blown debris or pests.
3. Window locks that have been installed are in working condition and proper use information has been provided and or sufficiently explained.
4. It is the lease holders responsibility to notify the management office located at 33 Tehama St San Francisco, CA 94105-3109 immediately in writing should any lock become non-operational, missing or if additional operation instruction or if an alternate locking method is necessary.
5. Lease holders understand and accept the potential risks associated with falling injury and or losses associated with persons, pets or property from any window, and will communicate them to all occupants and guests.
6. Lease holders agree to take and ensure adherence to appropriate window safety precautions are followed by all Lease holder(s), occupants and or guests to avoid loss, damage or injury. Including but not limited to no climbing, sitting, playing or any activity that can result in loss, damage, falling or injury on or near the windows.
7. By your signature below you do hereby acknowledge that you have been duly informed, understand and agree to the aforementioned warnings, requirements herein and inherent risks including but not limited to lease holders, occupants, property, guests of the leased premises and/or passersby or property below the window, and thereby will maintain the required renters insurance and accept full responsibility of all liabilities associated with said risks and agree to hold harmless any and all Owner or Owner's Entities, Owner's parent, Owner's management, agents and or beneficiaries.

Resident Date

Resident Date

Resident Date

Resident Date

OWNER / AGENT

DocuSigned by:

Ankur Sharma

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DocuSigned by:

Deborah Luna

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GREYSTAR**VALET WASTE RESIDENT LEASE ADDENDUM**

Valet trash service will be provided for each resident 7 nights per week (**5- no pick-up, or holidays**). The cost for trash collection is \$35 per month in addition to your monthly rent and is not included in provision 6 of the Apartment Lease Contract. A container will be provided to each resident and must be used in conjunction with the valet service.

Containers with bagged trash should be placed outside front door only between the hours of 6:00pm - 8:00pm. Service will begin at 8:00pm. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened.

After collection, residents are required to bring containers inside by **9:00am** the following morning. Containers are the property of Valet Living. It is the responsibility of each resident to keep his or her container clean. There will be a \$50.00 charge to the resident if an additional or replacement container is needed, or if container is not left in the apartment at move-out.

If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container will be removed and/or a fine of \$25.00 per bag will be issued. Containers may be returned after a return fee of \$25 is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

Resident(s) Signature(s)

Date: _____

Date: _____

Date: _____

Date: _____

Apartment Number: 15G

Owner's Representative Signature:

Title: _____ **Date:** _____



DocuSigned by:

Ankur Sharma

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DocuSigned by:

Deborah Lunn

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 15G, 33 Tehama
Street #15G _____
 _____ (street address) in
San Francisco
 (city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: November 27, 2020
 Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting

or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.**7. RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.**8. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
 (All residents must sign)

Owner or Owner's Representative
 (Signs below)

Date of Signing Addendum

DocuSigned by:

Ankur Sharma

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DocuSigned by:

Deborah Lunn

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LEASE CONTRACT BUY-OUT AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama Street
#15G
 _____ (street address) in
San Francisco
 (city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 27, 2020
 Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

3. **PURPOSE OF AGREEMENT.** The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 30 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 5126.00 ;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 1 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ 7226.00 and is due payable on the

same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supercede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident or Residents
 [All residents must sign]

Owner or Owner's Representative
 [signs below]

Date of Lease Contract

November 27, 2020

DocuSigned by:

Ankur Sharma

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DocuSigned by:

Deborah Luna

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WATER SERVICE LAW ADDITIONAL INFORMATION



Application of Addendum

The Water Submeter Lease Addendum applies: (1) if your dwelling has a water submeter installed on or after January 1, 2018, and was required to be installed pursuant to a building standard adopted in accordance with Health and Safety Code Section 17922.14, and not exempted per Civil Code 1954.216, or (2) to all dwelling units where submeters are used to charge a tenant separately for water service. This Addendum controls if there is conflict between the Lease and this Addendum.

The State law does not affect any ordinance or regulation adopted prior to January 1, 2013, that regulates the approval of submeter types or the installation, maintenance, reading, billing, or testing of submeters and associated onsite plumbing.

Properties Exempt from This Law:

- (A) Long term health care facilities, as defined in Section 1418.
- (B) Low-income housing. For the purposes of this subparagraph, "low-income housing" means a residential building that is financed with low-income housing tax credits, tax-exempt mortgage revenue bonds, general obligation bonds, or federal, state, or local loans or grants, for which rents charged to lower income households do not exceed rents prescribed by deed restrictions or regulatory agreements pursuant to the terms of the financing or financial assistance, and for which not less than 90 percent of the dwelling units within the building are designated for occupancy by lower income households. As used in this subparagraph, "lower income households" has the same meaning as defined in Section 50079.5.
- (C) Residential care facilities for the elderly, as defined in subdivision (k) of Section 1569.2.
- (D) Housing at a place of education, as defined in Section 202 of the California Building Standards Code (Title 24 of the California Code of Regulations).
- (E) Time-share property, as defined in subdivision (aa) of Section 11212 of the Business and Professions Code.

1954.201. Legislature Intent

- (a) To encourage the conservation of water in multifamily residential rental buildings through means either within the landlord's or the tenant's control.
- (b) To establish that the practices involving the submetering of dwelling units for water service are just and reasonable, and include appropriate safeguards for both tenants and landlords.

1954.202. Definitions

- (a) "Billing agent" means a person or entity who contracts to provide submetering services to a landlord, including billing.
- (b) "Landlord" means an owner of residential rental property. "Landlord" does not include a tenant who rents all or a portion of a dwelling unit to subtenants. "Landlord" does not include a common interest development, as defined in Section 4100 of the Civil Code.
- (c) "Property" means real property containing two or more dwelling units that is served by a single master meter.
- (d) "Ratio utility billing system" means the allocation of water and sewer costs to tenants based on the square footage, occupancy, or other physical factors of a dwelling unit.
- (e) "Rental agreement" includes a fixed-term lease.
- (f) "Renting" includes leasing, whether on a periodic or fixed-term basis.
- (g) "Submeter" means a device that measures water consumption of an individual rental unit within a multiunit residential structure or mixed-use residential and commercial structure, and that is owned and operated by the landlord of the structure or the landlord's agent. As used in this section, "multiunit residential structure" and "mixed-use residential and commercial structure" mean real property containing two or more dwelling units.
- (h) "Water service" includes any charges, whether presented for payment on local water purveyor bills, tax bills, or bills from other entities, related to water treatment, distribution, or usage, including, but not limited to, water, sewer, stormwater, and flood control.
- (i) "Water purveyor" means a water purveyor as defined in Section 512 of the Water Code.

1954.203. Submeter Conformity

- (a) Submeters used to separately bill tenants for water service shall satisfy each of the following requirements:
 - (1) The submeter shall be inspected, tested, and verified for commercial purposes pursuant to law, including, but not limited to, Section 12500.5 of the Business and Professions Code.
 - (2) The submeter shall conform to all laws regarding installation, maintenance, repair, and use, including, but not limited to, regulations established pursuant to Section 12107 of the Business and Professions Code.
 - (3) The submeter shall measure only water that is supplied for the exclusive use of the particular dwelling unit, and only to an area within the exclusive possession and control of the tenant of the dwelling unit.
 - (4) The submeter shall be capable of being accessed and read by the tenant of the dwelling unit and read by the landlord without entering the dwelling unit. A submeter installed before January 1, 2018, may be read by the landlord after entry into the unit, in accordance with this chapter and Section 1954.
 - (5) The submeter shall be reinspected and recalibrated within the time limits specified in law or regulation.
- (b) This section does not require a water purveyor to assume responsibility for ensuring compliance with any law or regulation governing installation, certification, maintenance, and testing of submeters and associated onsite plumbing.

1954.204. Required Disclosure Information

Before executing a rental agreement, a landlord who intends to charge a tenant separately from rent for water service in a property with submeters shall clearly disclose the following information to the tenant, in writing, in at least 10-point type, which may be incorporated into the rental agreement:

- (a) That the tenant will be billed for water service separately from the rent.
- (b) An estimate of the monthly bill for water service for dwelling units at the property based on either of the following:
 - (1) The average or median bill for water service for comparative dwelling units at the property over any three of the past six months.
 - (2) The amount of the bill based upon average indoor water use of a family of four of approximately 200 gallons per day, and including all other monthly charges that will be assessed. Estimates for other gallons per day may also be included. The estimate shall include a statement that the average family of four uses about 200 gallons of water each day.
- (c) The due dates and payment procedures for bills for water service.
- (d) A mailing address, an email address, and a toll-free telephone number or a local telephone number for the tenant to contact the landlord or billing agent with questions regarding the water service billing and the days and hours for regular telephone service at either number.
- (e) That the monthly bill for water service may only include the following charges:
 - (1) Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with subdivision (a) of Section 1954.205.
 - (2) Payment of a portion of the fixed fee charged by the water purveyors for water service.
 - (3) A fee for the landlord's or billing agent's costs in accordance with paragraph (3) of subdivision (a) of Section 1954.205.
 - (4) Any late fee, with the amounts and times assessed, in compliance with Section 1954.213.
- (f) A statement that the tenant shall notify the landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices, and that the landlord is required to investigate, and, if necessary, repair these problems within 21 days, otherwise, the water bill will be adjusted pursuant to law.
- (g) A mailing address, an email address, and a toll-free telephone number or a local telephone number for the tenant to use to contact the landlord, or an agent of the landlord, to report any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices.
- (h) A statement that the landlord shall provide any of the following information if asked by the tenant:
 - (1) The location of the submeter.
 - (2) The calculations used to determine a monthly bill.
 - (3) The date the submeter was last certified for use, and the date it is next scheduled for certification, if known.
- (i) A statement that if the tenant believes that the submeter reading is inaccurate or the submeter is malfunctioning, the tenant shall first notify the landlord in writing and request an investigation. A tenant shall be provided with notice that if an alleged submeter malfunction is not resolved by the landlord, a tenant may contact the local county sealer and request that the submeter be tested. Contact information for the county sealer shall be included in the disclosure to the tenant.
- (j) A statement that this disclosure is only a general overview of the laws regarding submeters and that the laws can be found at Chapter 2.5 (commencing with Section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code, available online or at most libraries.

1954.205. What We Can Bill

- (a) As part of the regular bill for water service, we shall only bill you for the following water service:
 - (1) A charge for volumetric usage, which may be calculated in any the following ways:
 - (A) The amount shall be calculated by first determining the proportion of your usage, as shown by the submeter, to the total usage as shown by the water purveyor's billing. The dollar amount billed to you for usage shall be in that same proportion to the dollar amount for usage shown by the water purveyor's billing.
 - (B) If the water purveyor charges for volumetric usage based on a tiered rate schedule, we may calculate the charge for your volumetric usage as described in subparagraph (A) or we may instead divide each tier's volume evenly among the number of dwelling units, and the rate applicable to each block shall be applied to the consumption recorded for each dwelling unit.
 - (C) If the water purveyor charges the property rates on a per-dwelling unit basis, you may be charged at those exact per unit rates.
 - (2) Any recurring fixed charge for water service billed to the property by the water purveyors that, at our discretion, shall be calculated by either of the following:
 - (A) Your proportion of the total fixed charges charged to the property. Your proportion shall be based on the percentage of your volumetric water use in relation to the total volumetric water use of the entire property, as shown on the property's water bill during that period.
 - (B) Dividing the total fixed charges charged to the property equally among the total number of residential units and nonresidential units at the property.

- (3) A billing, administrative, or other fee for the landlord's and billing agent's costs, which shall be the lesser of an amount not to exceed four dollars and seventy-five cents (\$4.75), as adjusted pursuant to this paragraph or 25 percent of the amount billed pursuant to paragraph (1). Beginning January 1, 2018, the maximum fee authorized by this paragraph may be adjusted each calendar year by us, no higher than a commensurate increase in the Consumer Price Index based on a California fiscal year average for the previous fiscal year, for all urban consumers, as determined by the Department of Finance.
- (4) A late charge as assessed pursuant to Section 1954.213.
- (b) If a submeter reading for the beginning or end of a billing period is, in good faith, not available, we shall bill you according to Section 1954.212.
- (c) We may include any other lawful charges, including, but not limited to, rent, on the same bill.

1954.206. Billing/Payments/Questions/Disputes

- (a) Submeters shall be read within three days of the same point in each billing cycle.
- (b) Payments shall be due at the same point in each billing cycle. You agree to receive our bill electronically. You may rescind authorization for electronic delivery of bills at any time. We shall have 30 days to comply with any change in how you request to receive a bill. You are not required to pay a bill electronically.
- (c) A bill shall include and separately set forth the following information:
 - (1) The submeter reading for the beginning date and ending date of the billing cycle, the dates read, and the indicated consumption as determined by subtracting the amount of the beginning date submeter reading from the amount of the ending date submeter reading. If the unit of measure is in something other than gallons, the indicated consumption shall be expressed in gallons.
 - (2) The amounts charged pursuant to subdivision (a) of Section 1954.205.
 - (3) The rate or rates charged for the volumetric charge per unit of measure.
 - (4) The amount, if any, due from the previous month's bill.
 - (5) The amount, if any, due from bills prior to the previous month's bill.
 - (6) The late fee, if any, imposed on amounts specified in paragraph (4) or (5).
 - (7) The total amount due for the billing period.
 - (8) The due date for the payment.
 - (9) If a late fee is charged by us, a statement of when the late fees would apply.
 - (10) The procedure to contact the landlord or billing agent with questions or concerns regarding the bill. Upon your request, we or our billing agent shall respond in writing to any questions or disputes from you. If a billing agent is used, the name of the billing agent shall be disclosed. You shall be provided a mailing address, email address, and telephone number, which shall be either a toll-free or a local number, and the time of regular telephone hours for contact regarding billing inquiries.
 - (11) A statement that we or our billing agent is not the water purveyor that includes the name of the local water purveyor providing the water service to the master meter.
 - (12) A mailing address, an email address, and a toll-free telephone number or a local telephone number for the tenant to use to contact us, or our agent, to report any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices.
- (d) Notwithstanding paragraphs (4) and (5) of subdivision (c), a separate bill may be provided for past due amounts if past due amounts are not included on the current month's bill.

1954.207. Reading of Submeter Upon Move In and Move Out

- (a) At the beginning of a tenancy, a submeter shall be read after the tenant takes possession. If the regular reading occurs less than five days prior to the tenant taking possession, that reading may be substituted to establish usage. If the submeter is manually read, the first bill may be estimated based on the rate established in subdivision (b) of Section 1954.212.
- (b) For a water-service bill at the end of a tenancy, the submeter shall be read within five days, if possible. If the submeter cannot be read within five days at the end of a tenancy, the bill amount for the final month shall be based on the bill amount for the previous month.
- (c) The landlord may, at his or her discretion, deduct an unpaid water service bill from the security deposit during or upon termination of a tenancy, if the last water service bill showing the amount due is attached to the documentation required by Section 1950.5.

1954.208. Passing Water Purveyors' Fees to Landlords and Tenants

Unless it can be documented that a penalty is primarily the result of a tenant's or tenants' failure to comply with state or local water use regulations or restrictions, or both, regarding wasting of water, a landlord shall not charge, recover, or allow to be charged or recovered, fees incurred by the landlord from the water purveyors, billing agent, or any other person for any deposit, disconnection, reconnection, late payment by the landlord, or any other penalty assessed against the landlord. This section shall not prevent a landlord from charging a tenant for the tenant's late payment of any bill.

1954.209. Requested Information by Tenant

The landlord shall maintain and make available in writing, at the tenant's written or electronic request, within seven days after the request, the following:

- (a) The date the submeter was last inspected, tested, and verified, and the date by which it shall be reinspected, tested, and verified under law, if available. If this information is not available, the landlord shall disclose that the information is not available.

(b) The data used to calculate the tenant's bill, as follows:

- (1) The most recent water bill for the property's master water meter showing the recurring fixed charge for water service billed to the property by the water purveyor, and the usage charges for the property, including any tiered amounts.
- (2) Any other bills for water service, as defined in subdivision (h) of Section 1954.202, for the property.
- (3) The number of dwelling units in the property used in the last billing period to calculate the tenant's water service charges.
- (4) If not shown on the bill for the property, the per unit charges for volumetric water usage, including any tiered amounts.
- (5) The formula used to calculate the charge for the tenant's volumetric water usage.

(c) The location of the submeter.

1954.210. Tenant Notifies Landlord of Water Leak/Repair Period/Adjusted Billing

- (a) If a tenant notifies the landlord of, or the landlord otherwise becomes aware of, a leak, a drip, a water fixture that does not shut off properly, including, but not limited to, a toilet, a problem with a water-saving device, or other problem with the water system that causes constant or abnormally high water usage, or a submeter reading indicates constant or abnormal high water usage, the landlord shall have the condition investigated, and, if warranted, rectify the condition.
- (b) A tenant shall not remove any water fixtures or water-saving devices that have been installed by the landlord.
- (c) If the condition is rectified more than 21 days after the tenant provides notice to the landlord or the landlord otherwise becomes aware of a leak, a drip, a water fixture that does not shut off properly, including, but not limited to, a toilet, a problem with a water-saving device, or other problem with the water system that causes constant or abnormally high water usage, or a submeter reading indicates constant or abnormally high water usage, pursuant to subdivision (a), the tenant's volumetric usage for any month or months that include the period between 21 days after the initial investigation and the repair shall be deemed to be fifteen dollars (\$15) or actual usage, whichever is less. At the landlord's option, if submeter readings are available to determine the usage at a point prior to investigation and a point following repair, usage shall be deemed to be fifty cents (\$0.50) per day for those days between the two submeter readings or actual usage, whichever is less.
- (d) If the condition remains unrectified for 180 days after investigation, no further volumetric usage charges may be imposed until the condition is repaired.
- (e) If, in order to comply with subdivision (a), the landlord has provided notice pursuant to Section 1954, and the tenant has failed to provide access to the dwelling unit, then the charges shall not be determined pursuant to subdivisions (c) and (d).
- (f) If the local water purveyor notifies the landlord of constant or abnormally high water usage at the property, the landlord shall investigate and, if possible, rectify the cause of the high water usage.

1954.211. Landlord's Ability to Enter Dwelling

The landlord may enter a dwelling unit as follows:

- (a) For the purpose of installing, repairing, or replacing a submeter, or for the purpose of investigating or rectifying a condition causing constant or abnormally high water usage, as required by subdivision (a) of Section 1954.210, if the requirements of Section 1954 are met.
- (b) To read a submeter, if the requirements of this chapter and Section 1954 are met. Notwithstanding paragraph (3) of subdivision (d) of Section 1954, notice shall be given only in writing.

1954.212. Submeter Reading Unavailable/Billing

- (a) If a monthly submeter reading necessary to measure volumetric usage is unavailable, and the tenant has provided access to the submeter, the tenant may be charged 75 percent of the average amount billed for volumetric usage for the last three months for which complete billing information is available. The adjustment shall be disclosed on the bill.
- (b) If no complete billing information is available for the prior three months, the volumetric usage charge shall be deemed to be fifty cents (\$0.50) per day that the data is not available.
- (c) If monthly submeter readings remain unavailable for more than six months, the volumetric usage charge shall be deemed to be zero for any subsequent month that the data is not available.

1954.213. Late Fee

- (a) You will be charged a late fee for any water service bill not paid 25 days after mailing or other transmittal of the bill. If the 25th day falls on a Saturday, Sunday, or holiday, the late fee shall not be imposed until the day after the first business day following the 25th day.
- (b) (1) A late fee of up to seven dollars (\$7) may be imposed if any amount of a water service bill remains unpaid after the time described in subdivision (a). A late fee of up to ten dollars (\$10) may be imposed in each subsequent bill if any amount remains unpaid.
 - (2) The total late fee imposed in any 12-month period upon the amount of a bill that remains unpaid shall not exceed 10 percent of the unpaid amount, exclusive of the administrative fee imposed pursuant to paragraph (3) of subdivision (a) of Section 1954.205 and the late fee imposed pursuant to paragraph (1).
 - (3) If any partial payments are made, they shall be credited against the bill that has been outstanding the longest.
- (c) Notwithstanding subdivision (c) of Section 1954.207, if the water bill remains unpaid for 180 days after the date upon which it is due or the amount of the unpaid water bill equals or exceeds two hundred dollars (\$200), we may terminate the tenancy in accordance with Section 1161 of the Code of Civil Procedure with the service of a three-day notice to perform the conditions or covenants or quit upon you.
- (d) Water service charges under this chapter shall not constitute rent.

- (e) The water service to a dwelling unit shall not be shut off or otherwise interfered with by us for any reason, including nonpayment of a bill. Notwithstanding the foregoing, we or our agent may shut off water service to a dwelling unit or the property, in order to make repairs, replacements of equipment, or perform other maintenance at the property.

Security Deposit.

We may, at our discretion, deduct an unpaid water service bill from the security deposit during or upon termination of a tenancy, if the last water service bill showing the amount due is attached to the documentation required by Section 1950.5.

1954.214. This chapter does not preclude or preempt an ordinance or regulation adopted prior to January 1, 2013, that regulates the approval of submeter types or the installation, maintenance, reading, billing, or testing of submeters and associated onsite plumbing.

1954.215. The rights or obligations established under this chapter shall not be waived. Any purported waiver is void.

Resident or Residents
(all sign below)

Owner or Owner's Representative
(sign below)

WATER SUBMETER LEASE ADDENDUM

This Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated **November 27, 2020** between **41 Tehama L.P.**

("We" and/or "we" and/or "us") and **Ankur Sharma**

("You" and/or "you") of Unit No. **15G** located at **33 Tehama Street #15G** (street address) in **San Francisco** (city), California **94105** (zip code), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Water Submeters Installed After January 1, 2018

This Addendum applies: (1) if your dwelling has a water submeter installed on or after January 1, 2018, and was required to be installed pursuant to a building standard adopted in accordance with Health and Safety Code Section 17922.14, and not exempted per Civil Code 1954.216, or (2) to all dwelling units where submeters are used to charge a tenant separately for water service. This Addendum controls if there is conflict between the Lease and this Addendum.

We are Required to Bill for Water.

Per state law, any property required to install individual submeters pursuant to Article 5 (commencing with Section 537) of Chapter 8 of Division 1 of the Water Code shall at all times be required to bill residents for water service.

Disclosure

- (a) You will be billed for water service separately from the rent.
- (b) You acknowledge having been provided a Water Submeter Attachment with an estimate of the monthly bill for water service for dwelling units at the property based on either of the following:
 - (1) The average or median bill for water service for comparative dwelling units at the property over any three of the past six months, or,
 - (2) The amount of the bill based upon average indoor water use of a family of four of approximately 200 gallons per day, and including all other monthly charges that will be assessed. Estimates for other gallons per day may also be included. The average family of four uses about 200 gallons of water each day.
- (c) That estimate includes the due dates and payment procedures for bills for water service.
- (d) Included on that estimate is a mailing address, an email address, and a toll-free telephone number or a local telephone number for you to contact us or our billing agent with questions regarding the water service billing. The days and hours for regular telephone service at either number are also provided.
- (e) The monthly bill for water service may only include the following charges:
 - (1) Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with subdivision (a) of Section 1954.205.
 - (2) Payment of a portion of the fixed fee charged by the water purveyors for water service.
 - (3) A fee for the landlord's or billing agent's costs in accordance with paragraph (3) of subdivision (a) of Section 1954.205.
 - (4) Any late fee, with the amounts and times assessed, in compliance with Section 1954.213.
- (f) You agree to notify the landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices, and that we are required to investigate, and, if necessary, repair these problems within 21 days, otherwise, the water bill will be adjusted pursuant to law.
- (g) In the attached estimate form, a mailing address, an email address, and a toll-free telephone number or a local telephone number for you to use to contact us, or an agent of us, to report any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices.
- (h) If you ask us, we shall provide the following information:
 - (1) The location of the submeter.
 - (2) The calculations used to determine a monthly bill.
 - (3) The date the submeter was last certified for use, and the date it is next scheduled for certification, if known.
- (i) If you believe that the submeter reading is inaccurate or the submeter is malfunctioning, you shall first notify us in writing and request an investigation. You shall be provided with notice that if an alleged submeter malfunction is not resolved by us, you may contact the local County Sealer and request that the submeter be tested. The County Sealer's contact information is on the attached estimate Water Submeter Attachment.
- (j) This disclosure is only a general overview of the laws regarding submeters and that the laws can be found at Chapter 2.5 (commencing with Section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code, available online or at most libraries.

Security deposit.

We may, at our discretion, deduct an unpaid water service bill from the security deposit during or upon termination of a tenancy, if the last water service bill showing the amount due is attached to the documentation required by Section 1950.

SUBMETER WATER ATTACHMENT TO WATER SUBMETER LEASE ADDENDUM

This Submeter Water Attachment to Water Submeter Lease Addendum (hereinafter this "Attachment") is incorporated into the Lease Contract (referred to in this Attachment as "Lease Contract" or "Lease") dated November 27, 2020 between **41 Tehama L.P.**

_____ ("We" and/or "we" and/or "us")
and **Ankur Sharma**

("You" and/or "you") of Unit No. 15G located at 33 Tehama Street #15G (street address) in San Francisco (city), California 94105 (zip code),

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Estimated Monthly Water Bill: \$ 45.00

Your estimated monthly water bill service is based upon one of the following (check one):

☐ The average or median bill for water service for comparative dwelling units at the property over any three of the past six months, or,

☒ The amount of the bill based upon average indoor water use of a family of four of approximately 200 gallons per day, and including all other monthly charges that will be assessed. The average family of four uses about 200 gallons of water each day. Estimates for other gallons per day may also be included.

Your water bill is due (check one):

☐ on the _____ day of each month beginning on 1st day of month (date)

☐ with your monthly rent payment each month beginning on _____ (date)

☐ other _____

Payment procedures for bills for water service.

You must pay for your water service as indicated in your water bill. Cash is unacceptable without our prior written permission. You must not withhold or offset your water bill unless authorized by statute. We may, at our option, require at any time that you pay all water bills and other sums in cash, certified or cashier's check, money order or one monthly check rather than multiple checks. We may charge you a late fee for any water service bill not paid 25 days after mailing or other transmittal of the bill. If the 25th day falls on a Saturday, Sunday, or holiday, the late fee shall not be imposed until the day after the first business day following the 25th day. If you are delinquent, you'll be subjecting yourself to late fees and/or eviction pursuant to state law. You'll pay for water service, related deposits, and any charges, fees, or services on water service. Water service may be used for normal household purposes and must not be wasted.

Billing Information.

You may contact us at **Realpage Utility Management**, (mailing address), **UtilityManagement@RealPage.com** (email address), or **(800) 590-7355** (toll-free number or local telephone number) regarding all billing questions regarding our water service billing. Our days and hours for telephone service are: **M-F 5:00 AM - 7:00 PM, Sat 7:00 AM - 3:00 PM PST**

Report a Leak or Maintenance Request.

You may contact us at **33 Tehama Leasing Office, 33 Tehama, San Francisco, CA 94105** (mailing address), **33Tehamamgr@Greystar.com** (email address), or **(415) 243-4333** (toll-free number or local telephone number) to report a leak and any necessary maintenance requests. Our days and hours for telephone service are: **M-S 9:00 AM - 6:00 PM, Sun 10:00 AM - 3:00 PM PST**

Authorization for Electronic Delivery of Water Bills/Right to Rescind.

You agree to receive your bill electronically. You may rescind authorization for electronic delivery of bills at any time. We shall have 30 days to comply with any change in how you request to receive a bill. You are not required to pay a bill electronically.

County Sealer Information. Attached is your County Sealer's name, address, telephone, email address and office hours for your information. See the appropriate county for your specific County Sealer.

Special Provisions.

Resident or Residents
(all sign below)

Owner or Owner's Representative
(sign below)



COUNTY AGRICULTURAL COMMISSIONERS and SEALERS OF WEIGHTS & MEASURES
Contact Information

Updated: January 22, 2019

Co. Comm/Sealer	Address	Telephone/Fax	General County E-Mail/Office Hours
Alameda	224 W. Winton Ave, Rm 184	(510) 670-5232	alameda.ag@acgov.org
Cathy Roache (Interim)	Hayward, CA 94544	(510) 783-3928	M-F: 8:30am - 4:30pm
Alpine (see El Dorado/Alpine)			
Amador	12200-B Airport Road	(209) 223-6487	agriculture@amadorgov.org
Eric Mayberry	Jackson, CA 95642-9527	(209) 223-3312	M-F: 8am - 5pm
Butte	316 Nelson Ave	(530) 538-7381	butteag@buttecounty.net
Louie Mendoza, Jr.	Oroville, CA 95965-3318	(530) 538-7594	M-F: 7:30am -12pm; 1pm - 4:30pm (closed 12 - 1pm)
Calaveras	23 E. Charles St. (Physical Location)	(209) 754-6504 x3	agpublic@co.calaveras.ca.us
Kevin Wright	891 Mountain Ranch Road (Mailing Address)	(209) 754-9256	M-F: 9am - 4pm
Colusa			
Greg Hinton	100 Sunrise Blvd, Ste F	(530) 458-0580	ccag@countyofcolusa.org
Contra Costa	Colusa, CA 95932-3246	(530) 458-5000	M-F: 8am - 5pm
Scott Pausen (Interim)	2380 Bisso Lane	(925) 608-6600	AGCommissioner@ag.cccounty.us
Del Norte	Concord, CA 94520		M-F: 8am - 5pm
Justin Riggs	2650 Washington Blvd	(707) 464-7235	dnag@co.del-norte.ca.us
El Dorado/Alpine	Crescent City, CA 95531-8627	(707) 465-6044	M-F: 8am - 5pm
Charlene Carveth	311 Fair Lane	(530) 621-5520	elideag@edcgov.us
Fresno	Placerville, CA 95667-4195	(530) 626-4756	M-F: 7am -5pm; Holiday weeks: 8am-5pm
Melissa Cregan (Interim)	1730 S Maple Ave	(559) 600-7510	fresnoag@co.fresno.ca.us
Glenn	Fresno, CA 93702-4596	(559) 455-2415	M-F: 8am - 5pm
Marcie Skelton	720 N Colusa Street (Physical Location)	(530) 934-6501	agcommr@countyofglenn.net
	PO Box 351 (Mailing Address)	(530) 934-6503	M-F: 8am - 5pm
	Willows, CA 95988-0351		
Humboldt	5630 S Broadway	(707) 441-5260	agcommissioner@co.humboldt.ca.us
Jeff Dolf	Eureka, CA 95503-6905	(707) 445-7220	M-F: 8am - 12pm, 1pm - 5pm (closed 12 - 1 pm)
Imperial	852 Broadway	(442) 265-1500	agcom@co.imperial.ca.us
Carlos Ortiz	El Centro, CA 92243-2850	(760) 353-9420	M-F: 8am - 5pm
Inyo/Mono	207 W South St	(760) 873-7860	inyomonog@gmail.com
Nathan Reade	Bishop, CA 93514-3492	(760) 872-1610	M-F: 7am - 4:30pm
Kern	1001 S Mount Vernon Ave	(661) 868-6300	agcomm@co.kern.ca.us
Glenn Fankhauser	Bakersfield, CA 93307-2857	(661) 868-6301	M-F: 8am - 5pm
Kings	680 N Campus Drive, Suite B	(559) 852-2830	agstaff@co.kings.ca.us
Jimmy Hook	Hanford, CA 93230-5923	(559) 582-5251	M-F: 8am - 5pm

Lake	883 Lakeport Blvd Lakeport, CA 95453	(707) 263-0217 (707) 263-1052	lakecoag@co.lake.ca.us M-F: 8am - 5pm
Steve Hajik			
Lassen	175 Russell Ave Susanville, CA 96130-4299	(530) 251-8110 (530) 257-6515	agcommissioner@co.lassen.ca.us M-F: 8am - 9am or by appointment
Craig Hemphill			
Los Angeles	12300 Lower Azusa Rd Arcadia, CA 91006	(626) 575-5451 (626) 350-3243	losangag@acwm.lacounty.gov M-Th: 7am - 5:30pm (closed Friday)
Kurt Floren			
Madera	332 Madera Ave Madera, CA 93637-5499	(559) 675-7876 (559) 674-4071	Commissioner@madera-county.com M-F: 8am - 5pm
Stevie McNeill			
Marin	1682 Novato Blvd, 150-A Novato, CA 94947-7021	(415) 473-6700 (415) 473-7543	marin.dept.ag@marincounty.org M-F: 8am - 4pm
Stacy Carlsen			
Mariposa	5009 Fairgrounds Road (Physical Location) PO Box 905 (Mailing Address)	(209) 966-2075 (209) 966-2056	agcomm@mariposacounty.org M-F: 8am - 1pm; 2pm - 5pm (closed 1 - 2 pm)
Dave Robinson (Acting)			
Mariposa	Mariposa, CA 95338-0905		
Mendocino	890 North Bush St. Ukiah, CA 95482-3745	(707) 234-6830 (707) 463-0240	agcomm@co.mendocino.ca.us M-F: 8am - 12pm; 1:pm - 5pm (closed 12pm - 1pm)
Harinder Grewal			
Merced	2139 Wardrobe Ave Merced, CA 95341-6445	(209) 385-7431 (209) 725-3536	agdeptemail@co.merced.ca.us M-F: 8am - 5 pm
David Robinson			
Modoc	202 W 4th Street Alturas, CA 96101-3915	(530) 233-6401 (530) 233-5542	agcommissioner@co.modoc.ca.us M-Th: 7am - 5pm
Gary Fensler			
Mono (See Inyo/Mono)			
Monterey	1428 Abbott Street Salinas, CA 93901	(831) 759-7325 (831) 422-5003	agcomm@co.monterey.ca.us M-F: 8am - 5pm
Henry Gonzales			
Napa	1710 Soscol Ave, Suite 3 Napa, CA 94559-1315	(707) 253-4357 (707) 253-4881	agcommissioner@countyofnapa.org M-F: 8am - 5pm
Humberto Izquierdo			
Nevada	950 Maidu Ave, Suite 170 Nevada City, CA 95959	(530) 470-2690 (530) 470-2939	agdept@co.nevada.ca.us M-F: 8 - Noon, 1-4:30
Chris delNis			
Orange	222 E Bristol Lane Orange, CA 92865-2714	(714) 955-0100 (714) 921-2713	oc.agril.commissioner@ocpw.ocgov.com M-F: 8am - 5pm
Jeff Croy			
Placer	11477 E Ave Auburn, CA 95603-2799	(530) 889-7372 (530) 823-1698	PlacerAg@placer.ca.gov M-F: 8am - 5pm
Josh Huntsinger			
Plumas/Sierra	208 Fairgrounds Road Quincy, CA 95971-9462	(530) 283-6365 (530) 283-4210	timgilbson@countyofplumas.com M-F: 8am - 5pm
Tim Gibson			
Riverside	4080 Lemon St, Rm 19 (Physical Location) PO Box 1089 (Mailing Address)	(951) 955-3045 (951)-955-3012	agdept@rivco.org M-Th: 7:00-5:00
Ruben Arroyo			
Riverside	Riverside, CA 92502-1089		
Sacramento	4137 Branch Center Road Sacramento, CA 95827-3897	(916) 875-6603 (916) 875-6150	agcomm@saccounty.net M-F: 8am -12pm; 1:pm - 4pm (closed 12pm - 1pm)
Juli Jensen			

San Benito	3224 Southside Road PO Box 699 Hollister, CA 95024-0699	(831) 637-5344 (831) 637-9015	KOverstreet@cosb.us M-F: 8am -12pm; 1:pm - 5pm (closed 12pm - 1pm)
San Bernardino	777E Rialto Ave San Bernardino, CA 92415-0720	(909) 387-2105 (909) 387-2449	awm@awm.sbcounty.gov M-F: 7am - 5:30pm
San Diego	9325 Hazard Way San Diego, CA 92123-1217	(858) 694-2739 (858) 467-9697	sdcawm@sdcountry.ca.gov M-F: 8am - 5pm
Ha Dang	1390 Market Street, Suite 910 San Francisco, CA 94102-5303	(415) 252-3884 (415) 252-3869	SF Agriculture@sfdph.org SFWeightsAndMeasures@sfdph.org M-F: 8am - 5pm
San Francisco			
Cree Morgan			
San Joaquin	2101 East Earhart Avenue, Suite 100 Stockton, CA 95206-3294	(209) 953-6000 (209) 953-6022	stocktonag2@sjeov.org M-F: 8am - 5pm
Tim Pelican	2156 Sierra Way, Suite A San Luis Obispo, CA 93401-4556	(805) 781-5910 (805) 781-1035	agcommislo@co.slo.ca.us M-F: 8am - 5pm
San Luis Obispo	728 Heller Street (Physical Location) PO Box 999 (Mailing Address) Redwood City, CA 94064-0999	(650) 363-4700 (650) 367-0130	smateoag@smcgov.org M-F: 8am- 5pm
San Mateo			
Fred Crowder			
Santa Barbara	263 Camino Del Remedio Santa Barbara, CA 93110-1335	(805) 681-5600 (805) 681-5603	agcommissioner@agcommissioner.com M-F: 8am - 4:30pm
Cathleen Fisher			
Santa Clara	1553 Berger Dr, Bldg 1 San Jose, CA 5112-2795	(408) 918-4603 (408) 286-2460	scc.agriculture@aem.sccgov.org M-F: 8am - 5pm
Joseph Deviney			
Santa Cruz	175 Westridge Drive Watsonville, CA 95076-2797	(831) 763-8080 (831) 763-8255	Agc001@agdept.com M-F: 8am -12pm; 1:pm - 5pm (closed 12pm - 1pm)
Juan Hidalgo			
Shasta	3179 Bechelli Lane, St 210 Redding, CA 96002-2041	(530) 224-4949 (530) 224-4951	shastaag@co.shasta.ca.us M-F: 8am - 5pm
Paul Kjos			
Sierra (See Plumas/Sierra)			
Siskiyou	525 S Foothill Drive Yreka, CA 96097-3090	(530) 841-4033 (530) 842-6690	jsmith@co.siskiyou.ca.us M-F: 8am - 5pm
Jim Smith			
Solano	2543 Cordelia Rd (Physical Address) 675 Texas Street (Mailing Address) Fairfield, CA 94533-5627	(707) 784-1310 (707) 784-1330	agcomm48@solanocounty.com M-F: 8am - 5pm
Jose Arriaga			
Sonoma	133 Aviation Blvd, Ste 110 Santa Rosa, CA 95403-2893	(707) 565-2371 (707) 565-3850	Tony.Linegar@sonoma-county.org M-F: 8am - 4:30pm
Tony Linegar			
Stanislaus	3800 Cornucopia Way, Ste B Modesto, CA 95358-9494	(209) 525-4730 (209) 525-4790	agcom50@stancounty.com M-F: 8am - 4:30pm
Milton O'Haire			
Sutter	142 Garden Highway Yuba City, CA 95991-5512	(530) 822-7500 (530) 822-7510	sutterag@co.sutter.ca.us M-F: 8am - 5pm
Lisa Herbert			

Tehama	1844 Walnut Street (Physical Address)	(530) 527-4504	rgurrola@tehamaag.net
Rick Gurrola	PO Box 38 (Mailing Address) Red Bluff, CA 96080	(530) 529-1049	M-F: 8am - 12pm; 1pm - 5pm (closed 12pm - 1pm)
Trinity	173 Tom Bell Road (Physical Address)	(530) 623-1356	jomoreo@trinitycounty.org
Joe Moreo	PO Box 1446 (Mailing Address) Weaverville, CA 96093-1466	(530) 623-1391	M-F: 8am - 12pm; 1pm - 5pm (closed 12pm - 1pm)
Tulare	4437 S Laspina Street	(559) 684-3350	aginfo@co.tulare.ca.us
Marilyn Wright	Tulare, CA 93274	(559) 713-3768	M-F: 8am - 5pm
Tuolumne	22365 S Airport Rd (Physical Location)	(209) 533-5691	AgCommissioner@tuolumnecounty.ca.gov
Kelle Schroeder	2 S Green St (Mailing Address) Sonora, CA 95370-4617	(209) 533-5520	M-F: 8am - 4pm
Ventura - Agriculture	555 Airport Way, Suite E Camarillo, CA 93010	(805) 388-4222	VenturaCountyAg.Commissioner@ventura.org
Ed Williams	800 S Victoria Ave, # 1750 Ventura, CA 93009	(805) 388-4209	M-F: 7am-11:30; 12:30pm-4pm (closed 11:30-12:30)
Ventura - Weights & Measures		(805) 654-2444	aim.rodriguez@ventura.org
Angela Godwin		(805) 654-5177	M-F: 7:30am - 5:30pm
Yolo	70 Cottonwood Street	(530) 666-8140	agriculture@yolocounty.org
John Young	Woodland, CA 95695-2593	(530) 662-6094	M-F: 7am - 4pm
Yuba	915 8th Street Ste 127	(530) 749-5400	yubaag@co.yuba.ca.us
Steve Scher	Marysville, CA 95901	(530) 749-5404	M-F: 8am - 12pm; 1pm - 5pm (closed 12pm - 1 pm)

PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 15G, 33 Tehama
Street #15G
 _____ (street address) in
San Francisco
 (city), California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: **November 27, 2020**
Owner's name: **41 Tehama L.P.**

Residents (list all residents):

Ankur Sharma

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 7 days after receipt (accordingly, you should notify the management office if you are going to be away from the dwelling unit and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE. INDEMNIFICATION. ASSUMPTION OF

RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal. We are not responsible for the acceptance or receipt of any mail, messages, or packages left at the entrances to the dwelling or elsewhere on the property, or for any loss or damage to those items or any other material that is delivered to the property without being presented to or received by one of our agents or employees.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Signing Addendum



CALIFORNIA PROPOSITION 65 ADDENDUM SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986



This Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated November 27, 2020 between 41 Tehama L.P.

("We" and/or "we" and/or "us") and Ankur Sharma

("You" and/or "you") of Unit No. 15G located at 33 Tehama Street #15G (street address) in San Francisco (city), California, 94105 (zip code), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Purpose. Proposition 65 requires businesses to provide warnings to Californians about significant exposures to chemicals that cause cancer, birth defects or other reproductive harm. Proposition 65 also protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm (www.p65warnings.ca.gov/).

You may be exposed to the following carcinogens and/or reproductive toxicants at this property [check all that apply]:

- ☐ **Asbestos**
⚠ **WARNING:** Asbestos-containing materials, including some ceiling coatings on this property can, if damaged or disturbed, expose you to asbestos, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Lead Paint**
⚠ **WARNING:** Paint chips and dust from lead-containing paint on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Lead Plumbing**
⚠ **WARNING:** Use of lead-containing plumbing materials on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Designated Smoking Areas**
⚠ **WARNING:** Breathing the air in this smoking area can expose you to chemicals including tobacco smoke and nicotine, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/smoking-areas.
- ☐ **Fire Places or Unvented Gas Space Heaters**
⚠ **WARNING:** Fireplaces or unvented gas space heaters on this property can expose you to carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Enclosed Parking Facility**
⚠ **WARNING:** Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Imported Vinyl Miniblinds Manufactured prior to 1997**
⚠ **WARNING:** Imported vinyl miniblinds manufactured prior to 1997 on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Building Materials Containing Urea-Formaldehyde Resins**
⚠ **WARNING:** Building materials containing urea-formaldehyde resins, such as insulation, pressed wood materials, finishes, or adhesives, on this property can expose you to formaldehyde, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.
- ☐ **Pesticide - Resmethrin**
⚠ **WARNING:** Pesticides used on this property can expose you to resmethrin, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

☐ **Landscaping and Weed Control**

⚠ WARNING: Landscaping and weed control activities on this property can expose you to chemicals including glyphosate (also known as Round Up) which is known to the State of California to cause cancer. Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

☐ **⚠ WARNING:** _____

☐ **⚠ WARNING:** _____

☐ **⚠ WARNING:** _____

☐ **⚠ WARNING:** _____

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☐ **⚠ WARNING:** _____

☐ **⚠ WARNING:** _____

☐  WARNING: _____

☐  WARNING: _____

☐  WARNING: _____

☐  WARNING: _____

Resident(s)
(All residents must sign)

Owner or Owner's Representative
(Sign here)

Date of Lease Contract
November 27, 2020



**NOTICE OF RESIDENT'S RIGHTS
TENANT PROTECTION ACT OF 2019
RENT CONTROL AND JUST CAUSE TERMINATION
(Civil Code Sections 1946.2 and 1947.12)**

**1. PREMISES DESCRIPTION.**

Unit No. 15G, 33 Tehama Street #15G
(street address) in San Francisco (city),
California, 94105 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: November 27, 2020

Owner's name: 41 Tehama L.P.

Residents (list all residents):

Ankur Sharma

3. This document shall serve as an addendum ("the Addendum") to the Apartment Lease Contract (the "Lease") between Resident and Owner. **Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.**

4. **PURPOSE OF ADDENDUM.** The purpose of this Addendum is to provide You with notice that the Premises referenced in paragraph 1 may be subject to the Tenant Protection Act of 2019 ("the Statute"), which regulates the allowable rent increases for the Premises and just cause eviction.

RENT INCREASES AND JUST CAUSE EVICTION

Your Apartment is subject to the following:

- ☐ Your premises **is subject** to The Tenant Protection Act of 2019 (AB 1482).
☐ Your premises **will be subject** to The Tenant Protection Act of 2019 (AB 1482) effective _____ (date).

The following disclosure is applicable if either box above is checked:

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.

- ☒ Your Apartment **is NOT subject** to the rent limits and **is NOT subject** to the just cause requirements. This property meets the requirements of Sections 1947.12 (d)(4) and 1946.2 (e)(7) of the Civil Code. This property is exempt because it:

- ☐ Is subject to a prior enacted local rent control ordinance that is controlling.
☐ Is subject to a prior enacted local ordinance requiring just cause termination that is controlling.
☐ Is restricted by deed, regulatory restriction in agreement with a government agency, or listed in some other recorded document, as affordable housing, or is subject to an agreement that provides housing subsidies for affordable housing for persons or families of very low, low, or moderate income as defined in Section 50093 of the Health and Safety Code.
☒ Was issued a certificate of occupancy within the past 15 years.

SEPARATELY ALIENABLE PROPERTIES (Single Family Homes or Condos):

- ☐ 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.

OR

- ☐ This property is subject to The Tenant Protections Act of 2019. 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.

Check Only If Applicable:

- ☐ The Owner and the Resident agree Owner may terminate the Lease so that the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the Premises.

CALCULATING THE LOWEST GROSS RENTAL AMOUNT. In determining the lowest gross rental amount pursuant to Section 1947.12, any rent discounts, incentives, concessions, or credits offered by the owner of the residential real property and accepted by the resident shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement. Please refer to **LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT** for applicable discounts.

RENT CAPS APPLICABLE TO SUBLEASES. Your Lease does not authorize assignment or subletting without Owner's permission. In the event You sublease or assign without Owner's permission, any consideration paid to You for assignment of this Lease, shall be immediately paid to Owner. In the event of a sublease or assignment (including short term rentals) of all or a portion of the Apartment, all rents payable by the subtenant in excess of rents payable hereunder shall be immediately due and payable to Owner. You agree not to make any profit from any sublease or assignment of the Apartment.

Civil Code section 1947.12 states you shall not enter into a sublease that results in total rent exceeding the allowable rental rate authorized under the statute.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



FLEXIBLE PROTECTION PROGRAM ADDENDUM

30-Day Termination Right

This Flexible Protection Program Addendum - 30-Day Termination Right (this “**Addendum**”) is made part of the Lease Agreement (the “**Lease**”) dated 11/28/2020, between Ankur Sharma (“**Resident**”) and 41 Tehama, LP (“**Landlord**”) for Unit No. 15G (the “**Residence**”) in the 33 Tehama community (the “**Property**”). To the extent that this Addendum conflicts with the Lease and any other addendums to the Lease, this Addendum will prevail.

1. **30-Day Satisfaction Guarantee.** If within thirty (30) days after the Start Date/Lease Commencement Date identified in Paragraph 3 of the Lease (the “**Lease Start Date**”), Resident is unhappy residing in the Residence or at the Property for any reason, Resident will have the option to terminate the Lease without an early termination fee (the “**Termination Option**”) by providing written notice to Landlord (the “**Termination Notice**”). To be effective, the Termination Notice must comply with the following:

- a. be signed by all Residents named in the Lease;
- b. be received by Landlord via an email to manager@33tehama.com or delivery of a physical letter to a leasing agent at the leasing office on or before the thirtieth (30th) day following the Lease Start Date; and
- c. must identify the date on which Resident intends to vacate the Residence (the “**Early Termination Date**”), which must occur within thirty (30) days after the date Resident delivers the Termination Notice to Landlord.
- d. Resident must receive a written notice or email from Landlord accepting and approving Resident’s Termination Notice. Upon acceptance and approval by Landlord, the termination date specified in the Lease will be deemed amended to the Early Termination Date.

Please note: Resident is and continues to be responsible for all rent, utilities, parking charges, washer/dryer charges, pet rent and all other amounts due under the Lease (including any security deposits, pet deposits and utility deposits) from the Lease Start Date until thirty (30) days after the Termination Notice is delivered to Landlord (the “**Notice Period**”) regardless whether the Early Termination Date occurs prior to the expiration of the Notice Period. Any application fees paid by Resident will not be refunded. Upon Landlord’s acceptance and approval of a proper Termination Notice, Resident must vacate the Residence in the condition required by the terms of the Lease on or before 11:59 p.m. on the Early Termination Date.

2. **Default; Automatic Voiding of the Termination Option.** If Resident delivers a proper Termination Notice to Landlord but Resident defaults under the Lease or this Addendum, for example, fails to vacate the Residence on or before the Early Termination Date or fails to timely pay rent or any other charges due through the expiration of the Notice Period, then the attempted early termination of the Lease pursuant to this Addendum will be void, and (i) the Lease will continue through its full term and (ii) Resident will be subject to all available remedies provided for in the Lease and at law.

3. **Eligibility.** Resident will not be eligible to exercise the Termination Option if (a) Resident previously transferred from another unit within the Property or from a unit located at another property owned and/or managed by Landlord or (b) Resident is occupying the Residence pursuant to a: (i) renewal lease or (ii) a month- to-month tenancy.

4. **Concession/Discount.** Notwithstanding anything to the contrary in the Lease or any other addendum to the Lease, any rental concessions or discounted rent will not be applied to Resident’s account until after the thirty-first (31st) day following the Lease Start Date (the “**Concession Date**”). If Resident properly exercises the Termination Option, then Resident will not be entitled to have any rental concessions or discounted rent applied toward their obligations to pay rent or any other amounts due and owing under the Lease.

5. **Security Deposit.** If Resident properly exercises the Termination Option, then Landlord will refund Resident’s security deposits, or a portion thereof, as provided in the Lease.

6. **No Holdover; Rescind Rights.** If Resident exercises the Termination Option, Landlord has the right to begin marketing the Residence for re-rental upon Landlord’s receipt of a proper Termination Notice. Resident may not hold over after the Early Termination Date unless Resident obtains Landlord’s prior written consent to an extension of the Early Termination Date. However, Resident may rescind or cancel their Termination Notice so long as Resident does so prior to the Early Termination Date and the Residence has not been leased to another tenant.

[The signature page to this Addendum is below]

By signing below, the undersigned Resident(s) represent that they have read and understood this Addendum and accept and approve this Addendum.

Date: 11/27/2020 _____
Landlord

Date: 11/27/2020 _____
Resident

Date: 11/27/2020 _____
Resident

Date: 11/27/2020 _____
Resident

FLEXIBLE PROTECTION PROGRAM ADDENDUM

30-Day Transfer Option

This Flexible Protection Program Addendum – Transfer Option (this “**Addendum**”) is made part of the Lease Agreement (the “**Lease**”) dated 11/28/2020, between Ankur Sharma (“**Resident**”) and 41 Tehama, LP (“**Landlord**”) for Unit No. 15G (the “**Residence**”) in the 33 Tehama community (the “**Property**”). To the extent that this Addendum conflicts with the Lease and any other addendums to the Lease, this Addendum will prevail.

1. **30-Day Transfer Option.** If within thirty (30) days after the Start Date/Lease Commencement Date identified in Paragraph ____ of the Lease (the “**Lease Start Date**”), Resident is unhappy with the Residence for any reason, Resident will have the option to request a transfer to a different unit within the Property (the “**Transfer Option**”) by providing written notice to Landlord (the “**Transfer Request**”). For a Transfer Request to be effective, the following must be satisfied:

- a. the Transfer Request must be signed by all Residents named on the Lease;
- b. the Transfer Request must be received by Landlord via an email to manager@33tehama.com or delivery of a physical letter to a leasing agent at the leasing office on or before the thirtieth (30th) day following the Lease Start Date;
- c. the Transfer Request must identify the unit at the Property that is acceptable to Resident (the “**Alternate Residence**”);
- d. the Alternate Residence must be available for move-in within thirty (30) days following the date the Transfer Request is received by Landlord (the “**Availability Period**”); however, Landlord cannot guaranty that the Alternate Residence will be available within the Availability Period;
- e. Resident must receive a written notice or email from Landlord accepting and approving the Transfer Request (the “**Notice of Transfer**”). The Notice of Transfer will note when the Alternate Residence is available within the Availability Period;
- f. Resident must be ready to transfer and must transfer to the Alternate Residence no later than the earlier of (i) if the Alternate Residence is available at the time the Notice of Transfer is delivered to Resident, Resident must transfer to the Alternate Residence within ten (10) days after the Notice of Transfer is delivered to Resident or (ii) so long as the Alternate Residence becomes available during the Availability Period, within ten (10) days after the Alternate Residence becomes available, as provided in the Notice of Transfer (the “**Transfer Deadline**”). The date on which Resident vacates the Residence and moves into the Alternate Residence is called the “**Transfer Date**”;
- g. All named Residents on the Lease must enter into a new lease for the Alternate Residence (the “**Alternate Residence Lease**”) prior to the Transfer Date. The Alternate Residence Lease will have the same Lease Start Date and expiration date as the Lease and all the other terms and conditions will be the same except (i) the rental amounts and all other ancillary recurring charges (for example, utilities, parking charges, washer/dryer charges, and pet rent) due under the Alternate Residence Lease will be the then current rates for the Alternate Residence and (ii) the security deposit amount will be the then current amount for the Alternate Residence; and
- h. If the Alternate Residence requires higher security deposits or first month’s rent payment than the Residence, then Resident must pay the difference (the “**Increased Deposits Difference**”) to Landlord on or prior to the Transfer Date.

Please note: If Resident properly exercises the Transfer Option as provided in this Addendum, then Resident will be responsible for the rent and other recurring charges and the security deposits for the Alternate Residence, whether such amounts increase or decrease beginning on the Transfer Date, and Resident will continue to be responsible for the rent and other recurring charges and the security deposits for the Residence until the day before the Transfer Date. On the Transfer Date, Resident must completely vacate the Residence before 2:00 pm local time and may not commence moving into the Alternate Residence until after 10:00 am local time. All moving costs associated with transferring units will be at Resident’s sole expense.

2. **Default; Automatic Voiding of the Transfer Option.**

- a. If Resident delivers a proper Transfer Request to Landlord and Landlord delivers to Resident a Notice of Transfer, but Resident defaults under the Lease or this Addendum, for example, fails to vacate the Residence and transfer to the Alternate Residence before the Transfer Deadline or fails to timely pay rent or any other charges or the security deposits due under the Lease or the Alternate Lease, then the attempted transfer to the Alternate Residence will be

automatically void.

- b. However, if Resident requests in writing and Landlord agrees, in its sole discretion, in writing, Resident may proceed with the transfer to the Alternate Residence so long as Resident (i) cures all of its defaults under the Lease and this Addendum, (ii) if the original Transfer Deadline was missed, agrees to a new Transfer Deadline within ten (10) days after the missed Transfer Deadline, (iii) if the original Transfer Deadline was missed, agrees that Resident will remain liable for all rent and other amounts due under the Lease until the Transfer Date and all rent and other amounts due under the Alternate Residence Lease from the missed Transfer Deadline to the Transfer Date and (iv) pays to Landlord the Increased Deposits Difference, if any, at the same time Resident Requests for the transfer to proceed despite a Resident default.
3. **Eligibility.** Resident will not be eligible to exercise the Transfer Option if (a) Resident already exercised the Transfer Option, (b) Resident previously transferred from another unit within the Property or from a unit located at another property owned and/or managed by Landlord or (c) Resident is occupying the Residence pursuant to a: (i) renewal lease or (ii) a month- to-month tenancy.
4. **Concession/Discount.** Notwithstanding anything to the contrary in the Lease or any other addendum to the Lease, any rental concessions or discounted rent will not be applied to Resident's account until after the thirty-first (31st) day following the Lease Start Date (the "**Concession Date**"). If Resident timely exercises the Transfer Option, then any rent concession or discount applicable to the Residence will apply towards the rent and other charges that accrue after the Concession Date until the day before the Transfer Date, and any rent concession or discount applicable to the Alternate Residence (which are available at the time Resident signs the Alternate Residence Lease) will apply towards the rent and other charges that accrue on and after the Transfer Date, such rent concessions or discounts will be prorated on an equitable basis in Landlord's discretion, on a daily basis, based on a thirty (30) day calendar month.
5. **Security Deposit.** If Resident properly exercises the Transfer Option, then Landlord will transfer any balance of any security deposits to the Alternate Residence but if any deductions are made in accordance with the Lease or this Addendum, then Resident must replenish all security deposits, including any pet deposits, within fourteen (14) days of Landlord's written demand. Also, if the security deposit is more for the Alternate Residence than for the Residence, then Resident must provide to Landlord the Increased Deposits Difference on or prior to the Transfer Date.
6. **Rescind Rights.** If Resident exercises the Transfer Option, then Landlord has the right to begin marketing the Residence for re-rental upon Landlord's receipt of a proper Transfer Request. However, Resident may rescind its Transfer Notice so long as Resident does so prior to the Transfer Deadline and the Residence has not been leased to another tenant.

By signing below, the undersigned Resident(s) represent that they have read and understood this Addendum and accept and approve this Addendum.

Date: 11/27/2020

Landlord

Date: 11/27/2020

Resident

Date: 11/27/2020

Resident

Date: 11/27/2020

Resident

FLEXIBLE PROTECTION PROGRAM ADDENDUM

90-Day Termination Right

This Flexible Protection Program Addendum – 90-Day Termination Right (this “**Addendum**”) is made part of the Lease Agreement (the “**Lease**”) dated 11/28/2020, between Ankur Sharma (“**Resident**”) and 41 Tehama, LP (“**Landlord**”) for Unit No. 15G (the “**Residence**”) in the 33 Tehama community (the “**Property**”). To the extent that this Addendum conflicts with the Lease and any other addendums to the Lease, this Addendum will prevail.

1. **90-Day Income Loss Termination Option.** If within ninety (90) days after the Start Date/Lease Commencement Date identified in Paragraph 3 of the Lease (the “**Lease Start Date**”), any one of the Residents that signed the Lease and is intended to be financially responsible for the payment of the rent and other payments under the Lease experiences a job loss as a result of layoffs/reductions in force or a significant loss in income due to a reduction of the number of compensable hours the Resident is able to work due to a governmentally required shut-down of business operations resulting from a recognized pandemic, Resident will have the option to terminate the Lease without an early termination fee (the “**Termination Option**”) by providing written notice to Landlord (the “**Termination Notice**”). To be effective, the Termination Notice must comply with the following:

- a. be signed by all Residents named in the Lease;
- b. be received by Landlord via an email to manager@33tehama.com or delivery of a physical letter to a leasing agent at the leasing office on or before the ninetieth (90th) day following the Lease Start Date;
- c. must state the reason for requesting a lease cancellation and must include evidence of job or income loss; and
- d. must identify the date on which Resident intends to vacate the Residence (the “**Early Termination Date**”), which must occur within thirty (30) days after the date Resident delivers the Termination Notice to Landlord.
- e. Resident must receive a written notice or email from Landlord accepting and approving Resident’s Termination Notice. Upon acceptance and approval by Landlord, the termination date specified in the Lease will be deemed amended to the Early Termination Date.

Please note: Resident is and continues to be responsible for all rent, utilities, parking charges, washer/dryer charges, pet rent and all other amounts due under the Lease (including any security deposits, pet deposits and utility deposits) from the Lease Start Date until thirty (30) days after the Termination Notice is delivered to Landlord (the “**Notice Period**”) regardless whether the Early Termination Date occurs prior to the expiration of the Notice Period. Any application fees paid by Resident will not be refunded. Upon Landlord’s acceptance and approval of a proper Termination Notice, Resident must vacate the Residence in the condition required by the terms of the Lease on or before 11:59 p.m. on the Early Termination Date.

2. **Default; Automatic Voiding of the Termination Option.** If Resident delivers a proper Termination Notice to Landlord but Resident defaults under the Lease or this Addendum, for example, fails to vacate the Residence on or before the Early Termination Date or fails to timely pay rent or any other charges due through the expiration of the Notice Period, then the attempted early termination of the Lease pursuant to this Addendum will be void, and (i) the Lease will continue through its full term and (ii) Resident will be subject to all available remedies provided for in the Lease and at law.

3. **Eligibility.** Resident will not be eligible to exercise the Termination Option if (a) Resident previously transferred from another unit within the Property or from a unit located at another property owned and/or managed by Landlord or (b) Resident is occupying the Residence pursuant to a: (i) renewal lease or (ii) a month- to-month tenancy; however, the Termination Option is available if Resident enters into this Addendum at the same time the Lease is renewed.

4. **Concession/Discount.** Notwithstanding anything to the contrary in the Lease or any other addendum to the Lease, any rental concessions or discounted rent will not be applied to Resident’s account until after the thirty-first (31st) day following the Lease Start Date (the “**Concession Date**”). If Resident properly exercises the Termination Option, then any rent concession or discount applicable to the Residence will apply towards the rent and other charges that accrue after the Concession Date, if any, until the expiration of the Notice Period.

5. **Security Deposit.** If Resident properly exercises the Termination Option, then Landlord will refund Resident’s security deposits, or a portion thereof, as provided in the Lease.

6. **No Holdover; Rescind Rights.** If Resident exercises the Termination Option, Landlord has the right to begin

marketing the Residence for re-rental upon Landlord's receipt of a proper Termination Notice. Resident may not hold over after the Early Termination Date unless Resident obtains Landlord's prior written consent to an extension of the Early Termination Date. However, Resident may rescind or cancel their Termination Notice so long as Resident does so prior to the Early Termination Date and the Residence has not been leased to another tenant.

[The signature page to this Addendum is below]

By signing below, the undersigned Resident(s) represent that they have read and understood this Addendum and accept and approve this Addendum.

Date: 11/27/2020

Landlord

Date: 11/27/2020

Resident

Date: 11/27/2020

Resident

Date: 11/27/2020

Resident