

PARK SQUARE at *Seven Oaks*

A FULLER APARTMENT HOMES COMMUNITY

11325 PARK SQUARE DRIVE • BAKERSFIELD, CALIFORNIA 93311 • (661) 584-4434
EMAIL: PARKSQUARE@FAH.COM • WEBSITE: WWW.PARKSQUAREATSEVENOAKS.COM

RENTAL AGREEMENT

THIS AGREEMENT between Park Square at Seven Oaks Partners, LLC “Landlord”, and <<al occupants>>, “Resident” is effective when fully executed by all parties. The Owner’s obligation to deliver possession to Resident is conditioned on Resident making all payments due at or prior to move-in under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Landlord rents to Resident and Resident rents from Landlord, for residential use only, the premises located at:
<<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>
- 2. AB 1482 DISCLOSURES:** This Unit’s AB 1482 New Construction Exemption May Expire During This Tenancy: AB 1482 exempts housing that has been issued a certificate of occupancy within the last 15 years. The following disclosure is effective 01/01/2030. 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 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.
- 3. TERM:** The term of this Agreement is for <<prlease term>> month(s), beginning on <<prlease from>> and ending on <<prlease to>>, at which time this Lease shall terminate without further notice. Any holding over by the Resident after termination shall entitle the Landlord to initiate legal proceedings to recover possession of the premises. A “month-to-month” tenancy subject to the terms and conditions of this agreement shall be created only if Landlord accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Landlord of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Landlord by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that “if any tenant or resident has resided in the dwelling for less than one year”, the Landlord may terminate the tenancy by service upon the Resident of a written 30-day notice.

A written notice is required at least 30 days prior to Resident’s intention to vacate at the end of the lease term. Resident Initials: _____

For units subject to AB 1482 just cause, Civil Code 1946.2(a) provides that “after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.”

For units subject to just cause under state law, “Just cause” to terminate the tenancy includes termination

“if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.”

4. **RENT:** Rent is due in advance on the 1st day of each and every month, at **<<micLeaseTotal>>** per month. Tenancy start date: **<<prleasefrom>>**. Rent for any partial month shall be prorated at the amount of 1/30th of the monthly rent per day.
- a. **Move-In Rent**
Resident shall pay, for the period of **<<prleasefrom>>** to **<<leasefromdatelastdayofmonth>>**, the sum of **<<proRatedRent>>** prorated rent and thereafter a monthly rent payment of **<<micLeaseAmt_[Rent]>>** and **<<micMIAmt_[cable]>>** as prorated High Speed Fiber Optic Internet Access and thereafter a monthly payment of **<<micLeaseAmt_[cable]>>** to be included with rent. ***Total Pro-Rate Payment of <<micProTotal>> due no later than the lease start date. Pro-Rate Move-In Rent must be paid by certified funds which include credit card, debit card, or cashier's check. No cash, personal checks, or money orders shall be accepted.***
- b. **Payment Methods for Rent and Other Amounts Due under This Agreement**
Payments made in person may be delivered Monday - Friday between the hours of 9:00 a.m. and 5:00 p.m. Acceptable methods of payment: ☒ Personal Check ☒ Cashier's Check ☒ Money Order ☒ EFT/Credit Card (see Landlord for details) and ☐ Cash
- c. **Rent Payee and Location**
Rent is to be paid to: Park Square at Seven Oaks and is to be delivered to: Park Square at Seven Oaks at: 11325 Park Square Drive, Bakersfield, CA 93311. Telephone number for above address: (661) 584-4434 and Email is parksquare@fah.com. Credit card or electronic bank (EFT) payments may be made online at www.parksquareatsevenoaks.com. **No cash shall be accepted.** Rent tendered by a person not listed in this Agreement for Resident(s)' benefit may be accepted without creating any new tenancy.
- d. **Payments.** Landlord may apply any payment made by Resident to any obligation of Resident to Landlord notwithstanding any dates or other direction from Resident that accompanies any such payment. Any attempt by Resident to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement or limitation on any check or other payment. If payment by mail is allowed, Resident bears the risk of loss or delay of any payment made by mail and Landlord must receive mailed rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Civil Code 1947.3, Landlord will accept rent payments only from the Resident. Landlord may require a separate signed acknowledgement for each rent payment made by a third party. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should the Landlord elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Landlord during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Landlord's rent refund check shall not defeat Landlord's rejection of the rent being refunded.
- e. **Change to Payment Method.** The Landlord may refuse certain payment methods listed in subparagraph (b) above, as the form of payment to cure a Three-Day Notice to Pay Rent or Quit, Three-Day Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the Landlord may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Landlord with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Landlord chooses to demand or require cash payment under these circumstances, the Landlord shall give the Resident a written notice stating that the payment instrument

was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Landlord, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

5. SECURITY DEPOSIT: Resident shall deposit with Landlord, as a security deposit, the sum of <<micMIAmt_[deposit]>> as follows:

- ☒ prior to taking possession of the unit (If no box is checked, this provision applies)
☒ at the time this Agreement is signed.

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

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, 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.

Except where a longer time is allowed by law, within 21 calendar days after Resident has vacated the premises Landlord shall furnish Resident a copy of an itemized statement indicating the basis for, and the amount of, any security deposit received and the disposition of the security deposit, and shall return any remaining portion of the security deposit to the Resident.

Any remaining portion of the security deposit shall be returned **in the form of a single check or single direct deposit (electronic bank (EFT) payment), made out to all Residents listed above.**

The Landlord may return any remaining portion of the deposit to a specific individual or individuals as a provided in an agreement modifying the disposition above that is signed by all the Residents listed above and entered into at any time during or after the end of the tenancy.

After either the Landlord or the Resident provides notice to terminate the tenancy, the Landlord and Resident may mutually agree to have the Landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident or to another form or method of return.

6. UTILITIES: Resident shall pay for all utilities, services and charges, if any, made payable by or based upon occupancy of Resident, **except: Trash:**

Resident shall have the following utilities connected at all times during the tenancy (check as applicable):

- ☒ **Gas, Electricity, Telephone, Cable** – service to be arranged directly with the utilities providers.
☒ **Water and Sewer** – Consumption billed directly through YES Energy Management. See attached addendum.
☒ **High Speed Fiber Optic Internet Access** – flat monthly fee of <<micLeaseAmt_[cable]>> paid to Park Square at Seven Oaks in addition to rent. The Provided Internet/Broadband Service is not intended to transport traffic to/from commercial web hosting servers, media servers, public storage or any other commercial Internet-facing content within the resident premises. Landlord reserves the right to audit Resident's usage and to suspend Service if it is in violation of this policy.
☐ **Trash**

Disconnection of utilities due to non-payment is a material breach of this Agreement.

Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Landlord.

7. **LATE FEES AND INSUFFICIENT FUNDS:** If rent is paid after the 3rd of the month, there will be a late charge of \$25 assessed. This late charge does not establish a grace period. The parties agree that this late fee is presumed to be the amount of damage resulting from the late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Landlord to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Failure to pay the fee is a material breach of this Agreement. Pursuant to California law, if Resident passes a check and/or electronic bank (EFT) payment on insufficient funds, Resident will be liable to Landlord for the amount of the check and a service charge of \$25, not to exceed \$25 for the first check passed on insufficient funds, and \$35, not to exceed \$35 for each subsequent check passed on insufficient funds. Only cashier's checks, money orders or credit card payments will be accepted after three prior payments have been returned from a banking institution for non-sufficient funds or any other reason and/or as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit. **Once a Three-Day Notice to Pay Rent or Quit is served, Resident is required to make a certified payment in full in order to avoid eviction.**
8. **GUARANTEE:** If Resident is required to have a Guarantor for the duration of Resident's tenancy, the Guarantor shall be liable for the rent and any damages, financial or physical, caused by the Resident, including any and all legal fees incurred by the Landlord in enforcing this Agreement. If a Guarantor is required, this Agreement will not take effect unless a fully executed guarantor agreement is attached.
9. **RENTAL UNIT AVAILABILITY:** In the event the unit is not available on the move-in date due to a prior Resident holding over, or other cause not within the control of Landlord, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.
10. **OCCUPANTS:** Premises shall be occupied only by the following named person(s).
- | | | | |
|-----------------|---------------|----------------|---------------|
| <<prfirstlast>> | <<prdob>> | <<occnameWM1>> | <<occdobWM1>> |
| Name | Birthdate | Name | Birthdate |
| <<occnameWM2>> | <<occdobWM2>> | <<occnameWM3>> | <<occdobWM3>> |
| Name | Birthdate | Name | Birthdate |
| <<occnameWM4>> | <<occdobWM4>> | <<occnameWM5>> | <<occdobWM5>> |
| Name | Birthdate | Name | Birthdate |
11. **GUESTS:** Except as otherwise provided by prior written agreement, any person who is not listed as an Occupant on this Agreement is a Guest. A Guest may not stay on the premises for more than 10 consecutive days, or a total of 20 days in a 12-month period. At the discretion of Landlord, Guest(s) who overstay this limit may be required to go through the application process, and if approved, must sign a Rental/Lease Agreement. A guest who has not signed a Rental/Lease Agreement is not a "tenant who has lawfully occupied the premises" for the purpose of Civil Code 1946.2 and is not a "tenant" for the purpose of Civil Code Section 1947.12. Resident is responsible for any violation of this Rental/Lease Agreement by Resident's Guests.
12. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the premises for short-term rental, such as through AirBNB, VRBO, HomeAway, FlipKey, Couchsurfing, Craigslist or other such sites or any other advertisement or listing service. Any person who is not an Occupant or Resident, who occupies any portion

of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement, and is, at the election of Landlord, irremediable breach of this Agreement and cause for immediate termination. **NO SUBLETTING AND ASSIGNMENT BY RESIDENT.**

13. DISCLOSURE OF PERSON(S) AUTHORIZED TO MANAGE THE PREMISES AND INFORMATION FOR SERVICE OF PROCESS AND NOTICES:

The following information is provided as required by California Civil Code Section 1962.

a. Service of Process and Notices

Notices, demands, and service of process shall be delivered to the following person, who is the (check one) ☐ Landlord ☒ Agent for service of process and notices:

California Registered Agent Inc.

(530) 232-5985

(Name of person to whom documents should be delivered)

(Telephone number of person)

at 1267 Wills St, Ste 200, Redding, CA 96001

agent@californiaregisteredagents.net

(Address where documents should be delivered)

(Email)

b. Persons Authorized to Manage the Premises

The following person is authorized to manage the premises:

Juana Guardado

(661) 584-4434

(Name of person authorized to manage the premises)

(Telephone number of person)

at 11325 Park Square Drive, Bakersfield, CA 93311

parksquare@fab.com

(Address of person authorized to manage the premises)

(Email)

If a person other than Landlord (identified at the beginning of this Agreement) is listed in this paragraph as a person who is authorized to manage the premises, this means the Landlord has contracted with an agent to manage the premises on Landlord's behalf. Unless otherwise specified in this Agreement, for any obligations Resident has to Landlord, Resident shall tender their performance to the agent identified in this paragraph as the person authorized to manage the premises. For example, if Resident is required to seek Landlord's written permission before engaging in certain conduct, Resident shall seek such permission from the agent identified in this paragraph as the person authorized to manage the premises. The agent identified in this paragraph as the person authorized to manage the premises is authorized to act for and on behalf of Landlord with respect to all of Landlord's obligations under this Agreement.

14. RENTERS INSURANCE: Resident's property is not insured by Landlord. Landlord strongly recommends that Resident obtain coverage for Resident's personal property to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism throughout the duration of the tenancy.

Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Landlord which is now in effect or becomes effective during the term of this Agreement. A renter's liability insurance policy such as the one that may be required below, benefits both the Landlord and the Resident.

Resident Initials: _____

☒ Resident is encouraged but not required to obtain renters liability insurance.

☐ Resident is required to maintain renter's liability insurance for the benefit of the Landlord and the Resident throughout the duration of the tenancy as specified below. Resident must provide proof of such insurance to the Landlord on demand. Failure to comply with this requirement is a material violation of this Agreement.

(a) Coverage of at least \$(max statutory limit) in personal liability (bodily injury and property damage) for each occurrence.

(b) The premises listed above must be listed as the location of the Resident insured.

- (c) Landlord and any person listed in Paragraph 13(b) must be listed as Certificate Holder (i.e., a person entitled to proof of insurance).
- (d) The carrier must provide 30-days' notice of cancellation, non-renewal or material change in coverage to the Landlord and any person listed in Paragraph 13(b).
- (e) Resident must obtain insurance:
 - ☐ within 30 days of the inception of the tenancy.
 - ☐ prior to occupancy.
 - ☐ by _____. (date)

15. KEYS AND ACCESS DEVICES: One key fob will be provided to each Resident named on this Rental/Lease Agreement. A \$50.00 replacement fee will be charged for any lost key, fob or remote. Keys and access devices to the premises are the exclusive property of Landlord. All keys and access devices must be returned to Landlord when Resident vacates. Resident shall be charged for the cost of new locks, keys, fobs and/or remotes if all keys and/or access devices are not returned. In the event that any keys and/or access devices to the premises or the building are lost or consigned, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Landlord, as required for the security of the Premises, the Building, and Building occupants. This may include the costs of re-keying the entire Building if Landlord, at Landlord's sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out of the Premises. If Landlord is required to assist any Resident in gaining entry to the Premises, Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Landlord and Landlord may require Resident to contract with a professional locksmith.

16. PARKING: This property's policy with respect to parking and/or garage use is as follows:

Resident agrees to provide Landlord with the current license number of all vehicles to be parked on the Premises. **One bedroom apartments are allowed a maximum of 1 vehicle only to be parked in an assigned covered parking space and two bedroom apartments are allowed a maximum of 2 vehicles to be parked in 1 assigned covered and 1 unassigned uncovered parking space.** Only one passenger vehicle or motorcycle may be parked in each space. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The parking area may not be used for storage without prior written permission. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking.

Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible.

Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. It is understood that guest-parking spaces are not to be used by Resident, and are reserved for the use of guests only. Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense. **A \$50 fine will be assessed to any resident who parks or whose guests park in another resident's assigned parking space. Once a resident reports an illegally parked car it will be towed immediately.** Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

17. STORAGE POLICY: No storage outside of the Resident's unit is authorized, permitted, or provided

under this Agreement. Resident agrees to keep personal property inside Resident's unit, unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit.

Resident agrees to keep the interior of the Premises clean at all times and free from damage and clutter. Resident agrees to keep any and all items (including but not limited to mops, brooms, rugs, toys, and waste containers) inside the Premises or in the storage space provided.

18. LANDSCAPING: Resident is not responsible for the upkeep of the yard and maintenance of the landscaping. Resident shall promptly advise Landlord of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional. Resident may not alter the landscaping, or engage in "personal agriculture" without Landlord's prior written permission.

19. SMOKE-FREE POLICY: Smoking of any substance, including marijuana, is prohibited everywhere on the premises, including in individual units and interior and exterior common areas, unless Landlord has adopted a different policy that is attached as an Addendum to this Agreement. Smoking includes the use of e-cigarettes or vaping. The term "smoke" includes vapor from e-cigarettes or other vaping devices. This property's Smoke-Free Policy is in the attached Addendum. By initialing as provided, Resident(s) acknowledge receipt of the Smoke-Free Addendum attached hereto.

Resident Initials: _____

Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Landlord's adoption of this policy, does not make the Landlord the guarantor of the Resident's health or of the Lease Agreement smoke-free condition of the areas listed above. However, Landlord shall take reasonable steps to enforce this provision. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice. Landlord and Resident agree that the other residents of the property are the third-party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Landlord has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Landlord.

20. PROHIBITIONS: Without Landlord's prior written permission as an addendum to this Agreement, no pets, pianos, aquariums, waterbeds, swimming pools, trampolines, outside antennae, fireworks, firepits, outdoor gas heaters, charcoal burners or wood burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") shall be kept or allowed in or about the premises, including any common areas.

Resident shall not engage in any of the actions or conduct related to marijuana, that are otherwise permitted under Health and Safety Code 11362.1, on the premises. This includes growing and use of marijuana in any form.

Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window ledge or balcony. No clotheslines or drying racks may be used in outdoor areas, balconies, patios, etc. without the Landlord's prior written permission. Plants and other items may not be placed on balcony railings or ledges, unless Landlord has expressly agreed otherwise in writing in an

addendum to this Agreement.

- 21. LARGE APPLIANCES:** Resident shall not move or remove any large appliances provided by Landlord without prior written consent of the Landlord. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners, generators or other large appliances not provided by the Landlord, without prior written consent of the Landlord. Resident may operate a generator in emergency situations, provided that (1) all manufacturer safety procedures are followed, including operating the generator in an outside space and (2) the generator does not create a nuisance (noise or other) for other residents.
- 22. REPAIRS AND ALTERATIONS:** Resident shall make a written request to Landlord regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Landlord's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Landlord. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Landlord any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Landlord harmless and indemnify Landlord as to any mechanic's lien recordation or proceeding caused by Resident.
- 23. UNLAWFUL ACTIVITIES:** Resident, Occupants and any guest or other persons under the Resident's control shall not:
- (a) engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
 - (b) engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises or property.
 - (c) permit the dwelling unit or property to be used by any person for, or to facilitate, criminal activity, including drug-related criminal activity, engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
 - (d) engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the premises or property.
 - (e) engage in any criminal activity on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
 - (f) use the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

A single violation of any of these provisions shall be deemed a serious and material violation of this Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

- 24. SPARE THE AIR ALERTS:** Many Air Districts have enacted "Spare the Air" programs, which prohibit certain activities, which may include burning wood, pellets, or manufactured fire logs when a "Spare the Air" Alert is issued. A map of California Air Districts, with links to local information is available at:

<http://www.arb.ca.gov/capcoa/dismap.htm>. Resident agrees that Landlord may provide Resident's name and address to the regional Air District for the purpose of notifications and enforcement of the Spare the Air program. Nothing herein is deemed to be authorization of or consent by Landlord to burn anything that is not authorized by this Agreement. Resident shall

- (a) obtain information about the restrictions specific to the District in which the premises are located.
- (b) ensure that Resident is aware of "Spare the Air" days
- (c) comply with all "Spare the Air" restrictions.
- (d) be responsible for any "Spare the Air" fines or other costs occasioned by "Spare the Air" violations on the premises while the Resident is in possession whether levied against Landlord or the Resident.

25. POLITICAL SIGNS: California law allows residents to post "political signs", subject to certain limitations. A "political sign" is one that relates to any of the following: (a) An election or legislative vote, including an election of a candidate to public office. (b) The initiative, referendum, or recall process. (c) Issues that are before a public commission, public board, or elected local body for a vote. Resident may only post, display or install political signs:

- (a) in the window or door of the premises leased by Resident in a multi-family dwelling or in the case of a single-family home, from the yard, window, door, balcony, or outside wall of the premises leased by the Resident.
- (b) that are no more than 6 square feet in size.
- (c) without causing any damage to or alteration of the premises such as drilling holes; nailing into outside walls, door frames, windowsills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes. Resident is strictly liable for any damages or injury as a result of such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).
- (d) that are not posted or displayed in violation of any local, state, or federal law; or in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6. Resident shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A tenant shall be solely responsible for any violation of a local ordinance
- (e) in accordance with the following time limit: If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted 90 days prior to the date of the election or vote to which the sign relates and must be removed 15 days following the date of the election or vote.

A breach of this provision by the Resident shall be deemed a material breach of this Agreement and grounds for termination of the Agreement by the Landlord.

26. SATELLITE DISHES: Resident agrees to comply with all of the following restrictions with respect to any satellite dish installed at the premises:

- (a) **Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals;
- (b) **Location:** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Landlord is not required to provide alternate locations if allowable locations are not suitable;
- (c) **Safety and Non-Interference:** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Landlord's cable, telephone or electrical systems or those of

neighboring properties. It may not be connected to Landlord's telecommunication systems and may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle;

- (d) **Outside Installation:** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Landlord. No other methods are allowed. Landlord may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- (e) **Signal Transmission from Outside Installation:** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Landlord;
- (f) **Installation and Workmanship:** For safety purposes, Resident must obtain Landlord's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person or a company that has workers' compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment;
- (g) **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Landlord may temporarily remove any satellite dish or antenna if necessary, to make repairs to the building;
- (h) **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment;
- (i) **When Resident may begin Installation:** Resident may start installation of a satellite dish or antenna only after Resident has: provided Landlord with written evidence of the liability insurance required by this Agreement, if applicable and received Landlord's written approval of the installation materials and the person or company who will do the installation.

27. WATER CONSERVATION: The State Water Resources Control Board prohibits all Californians from: washing down driveways and sidewalks; watering of outdoor landscapes that cause excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated. Many local water boards also have restrictions. Local information is available at: <http://droughtresponse.acwa.com/agencies>. Landlord may provide Resident's name and address to the local water agency for the purpose of notifications and enforcement of water use restrictions. Nothing herein is deemed to be authorization of or consent by Landlord to water usage not otherwise authorized by this Agreement. Resident shall ensure that he/she is aware of and complies with local and state water use restrictions and promptly pay any fines or other costs occasioned by water usage violations that attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises actions, including any fines or costs levied against the Landlord.

28. ENTRY AND COOPERATION: California law allows Landlord or their employee(s) to enter the premises for certain purposes, generally during normal business hours. The Landlord will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law.

The Resident's refusal to allow the Landlord to enter the residential real property is a material breach of this Agreement and California law and is cause for termination as provided herein and by law.

If the premises or the building is required by any government agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Landlord so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

29. BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION:

The Landlord has inspected the unit prior to lease and knows of no bedbug infestation. Resident agrees not to bring onto the property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at www.stopbedbugs.org and the information below.

a. 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, 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 Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

b. Suspected Bed Bug Infestations As Soon as Possible

- **Prompt Reporting:** If you find or suspect a bed bug infestation, please notify Landlord as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly.

Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.

- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to: parksquare@fah.com

c. Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection **and treatment** of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Landlord at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

d. Prevention Recommendations

- Resident should **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- Thoroughly clean **after guests have departed**. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- Resident should **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any **signs of bed bug infestation** before bringing them home. Never take discarded items from the curbside.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you

have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

30. CARE, CLEANING AND MAINTENANCE: Except as prohibited by law, Resident agrees:

- (a) to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material in trash containers or bins;
- (b) to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
- (c) to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
- (d) that all rooms on the premises and all appliances and fixtures on the premises must be able to be used for their intended purpose(s);
- (e) not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
- (f) to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.
- (g) to promptly advise Landlord of any items requiring repair, such as locks or light switches, smoke detectors, appliances, heating and air conditioning (if provided) systems. Resident 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. Resident shall make repair requests as soon after the defect is noted as is practical.
- (h) to keep doors and windows and access to them unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room on the premises.
- (i) to maintain the unit in a manner that allows necessary access through each room and to all doors and windows, does not inhibit necessary airflow, does not act as a potential haven for pests and mold growth, does not create a fire hazard, and allows rooms to be used for their intended purposes.
- (j) to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits.
- (k) to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy.
- (l) to pay Landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.

31. MOLD PREVENTION: Resident agrees to:

- (a) keep the premises maintained and ventilated so that moisture does not accumulate. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow.
- (b) to regularly allow air to circulate in the apartment.
- (c) to immediately notify the Landlord of (1) any leaks, moisture problems, and/or mold growth; (2) any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (3) any significant mold growth on surfaces inside the premises.
- (d) to use exhaust fans (if available) whenever showering or bathing cooking, dishwashing, or cleaning, and to report to the Landlord any non-working fan;
- (e) to use all reasonable care to close all windows and other openings in the premises to prevent outdoor

water from penetrating into the interior unit;

(f) to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours);

(g) to keep the unit free of dirt and debris that can harbor mold.

32. PLUMBING: Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Landlord for these costs on demand.

33. USE OF PREMISES: The premises shall be used as a dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Landlord is obtained in advance of such proposed use. As a condition for granting such permission, Landlord may require that Resident obtain liability insurance for the benefit of Landlord.

34. QUIET ENJOYMENT, WASTE AND NUISANCE: Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents. Resident is also responsible for compliance with any local noise ordinances.

35. SMOKE DETECTION DEVICE: The premises are equipped with a smoke detection device(s), which was tested and found operable by the Landlord. Landlord shall have a right to enter the premises to check and maintain the device as provided by law. Resident shall:

- (a) be responsible for performing the manufacturer's recommended test of the device weekly;
- (b) inform the Landlord immediately in writing of any defect, malfunction, or failure of any detector, and of any problems, maintenance or need for repairs to Landlord.
- (c) not disable, disconnect or remove the detector.
- (d) if battery operated, be responsible for changing the detector's battery as necessary.

36. CARBON MONOXIDE DETECTION DEVICE: If the premises are equipped with a carbon monoxide detection device(s), the devices have been tested and found operable by the Landlord. Landlord shall have a right to enter the premises to check and maintain the device as provided by law. Resident shall:

- (a) be responsible for performing the manufacturer's recommended test of the device weekly;
- (b) inform the Landlord immediately in writing of any defect, malfunction, or failure of any detector, and of any problems, maintenance or need for repairs to Landlord.
- (c) not disable, disconnect or remove the detector
- (d) if battery operated, be responsible for changing the detector's battery as necessary.

37. LIABILITY FOR PACKAGES: Landlord is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the premises or elsewhere on the premises.

38. FINES AND PENALTIES: Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Landlord, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident. In the event that Landlord has already paid fines or costs

levied against Landlord as of the date Resident is notified of the levy against Landlord, Resident shall, within five (5) days of Landlord's written demand therefore, reimburse Landlord for the entire sum paid. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident.

- 39. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Landlord for liability arising prior to the return of possession to the Landlord for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Landlord's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 40. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Landlord presents to Resident Form CA-160 - *Resident's Certification of Terms - Estoppel Certification*, or other similar form, Resident agrees to execute and deliver the form acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Landlord, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the form as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser.
- 41. DESTRUCTION OF OR DAMAGE TO THE PREMISES:** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following will apply:
- (a) If the premises are totally destroyed by fire, earthquake or other casualty, this Agreement will terminate, as of the date on which the damage occurs. However, if the damage or destruction is the result of the negligence of the Resident, or his or her invitees, then the Agreement will not terminate, unless notice is given by the Landlord, specifying the termination date.
 - (b) If the premises are only partially damaged, or are temporarily uninhabitable, as determined by Landlord, Landlord will use due diligence to begin the process to repair such damage and restore the premises as soon as possible. If only part of the premises cannot be used, there will be a proportionate rent discount until the premises are repaired, to be determined solely by Landlord.
- 42. 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.
- 43. HAZARD NOTICE:** Pursuant to Government Code Section 8589.45, Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>. The Landlord's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. The Landlord is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident.
- ☐ (Check box if applicable) The property is located in a special flood hazard area or an area of potential flooding.
- 44. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, each party shall be responsible for their own attorneys' fees, unless the following box is checked:
- ☒ the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$800.00,

plus court costs. If the box is checked and no amount is filled in, the prevailing party's attorney fee recovery is not to exceed \$800.

- 45. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Landlord (including a collection agency) to obtain Resident's consumer credit report, which Landlord may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 46. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Landlord of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 47. SEVERABILITY CLAUSE:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 48. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.
- 49. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Landlord shall be allowed at Landlord's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord by California Civil Code Section 1951.2 and 1951.4. Damages Landlord "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- 50. ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda, copies of which are attached hereto and are incorporated as part of this Agreement.
- **CA-097 Subject to AB 1482 Addendum**
 - **Guarantee of Rental/Lease Agreement (Form CA-019), *if applicable***
 - **Periodic Application by Pest Control Operator Addendum (Form CA-078)**
 - **Pool/Spa Rules Addendum (Form CA-082)**
 - **Smoke-Free Policy Addendum (Form CA-088)**
 - **Water Submetering Addendum (Form CA-093)**

Resident Initials: _____

The undersigned expressly understand(s) that the Section entitled "TERM" above contains provisions under which this Lease may automatically continue as a tenancy from month-to-month upon the expiration of the term hereof.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

<<prfirstlast>>

<<occname1>>

<<ocname2>>

<<ocname3>>

Park Square at Seven Oaks
Partners, LLC
Landlord
11325 Park Square Drive
Bakersfield, CA 93311



by

Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment Homes, Inc.
Agent for Landlord
Management Co.

Date

SAMPLE

PARK SQUARE at *Seven Oaks*
A FULLER APARTMENT HOMES COMMUNITY

NOTICE OF AB1482 ADDENDUM
(Properties Subject to Civil Code Section 1946.2 and 1947.12)

This document is an Addendum and is part of the Rental/Lease Agreement, dated <<TodayLong>>, between Park Square at Seven Oaks Partners, LLC "Landlord", and <<allocal occupants>>, "Resident" for the premises located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>

As required by Civil Code Section 1946.2 and 1947.12

☐ Your unit is subject to AB 1482 rent caps and just cause. The following disclosure is required by law.

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 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 unit will become subject to AB 1482 rent caps and just cause on 01/01/2030. On that date the following disclosure is required by law.

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 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.

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

<<prfirstlast>>

<<ocname1>>

<<ocname2>>

<<ocname3>>

Park Square at Seven Oaks
Partners, LLC
Landlord
11325 Park Square Drive
Bakersfield, CA 93311

☒ by

Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment Homes, Inc.
Agent for Landlord
Management Co.

Date

WATER AND SEWER SUBMETERING ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated <<TodayLong>>, between Park Square at Seven Oaks Partners, LLC “Landlord”, and <<allobcupants>>, “Resident” for the premises located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>

1. Water Submeter

The above-described premises are equipped with a water submeter. As required by California law, Resident will be billed for water service separately from the rent. The location of the submeter for this unit is in the water heater closet.

2. Sewer per Unit

Provider’s bills for sewer service for the property are divided equally among all rentable and occupied units to obtain a per unit charge for sewer service, which amount represents the approximate per apartment unit cost incurred by Landlord.

3. Estimated Water Bill

The estimated monthly bill for water service for dwelling units at the property is \$26.32. This estimate is based on (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.
- ☒ The average indoor water use of a family of four, and all other monthly charges that will be assessed. The average family of four uses about 200 gallons of water each day.

4. Due Date and Payment Procedures.

The water service bill is due on the 1st day of each and every month, beginning on <<prleasefrom>>.

The bill must be paid to the person specified, and using one of the payment methods (e.g., check, money order) required, for the payment of rent under the Rental/Lease Agreement.

The bill will be sent to Resident by YES Energy Management, a third-party billing provider. Resident acknowledges that the billing provider is not a public utility. Landlord reserves the right to change the third-party billing provider at any time. Any disputes related to the computation of Resident’s bills will be between the Resident and the Landlord.

Resident must make payment in full to Landlord or the utility billing company of the utility charges prior to the due date listed on each bill. Landlord and Resident agree that the actual cost to Landlord and/or utility billing company when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or utility billing company does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc.

Failure to pay any of said charges shall be considered a material breach of the lease agreement and Landlord shall have the right to commence legal proceedings against Resident and all occupants including but not limited to an unlawful detainer action to recover possession of the premises. Upon termination or expiration of the lease agreement, unpaid bills may be deducted from Resident’s security deposit, and for such purpose Landlord and Resident agree that the charges described in this addendum are considered additional rent.

Upon a Resident's request, Landlord shall provide a copy of Landlord's utility bills along with all utility bills sent to residents. Landlord may estimate usage in the event that submeter reads cannot be obtained.

5. Contact for Water Service Billing Questions

Questions regarding the water service billing should be directed to: YES Energy Management Customer Service | Email: yescs@yesenergymgmt.com | Toll-free Phone: 1-833-704-1225 | Hours: 24 Hours/7 Days a week.

6. Information Available on Request

Landlord shall provide information upon Resident's request: (1) the calculations used to determine a monthly bill, (2) the date the submeter was last certified for use, and the date it is next scheduled for certification (if known).

Resident shall pay for water and sewer service based on water consumed in Resident's unit. Specifically, Resident's bills will be calculated as follows: A water submeter is installed in the Resident's unit to measure the total amount of water used in the unit. Water and sewer bills will be calculated by multiplying the submetered usage by a utility rate based on the utility rates of the local utility provider (which may include base or fixed charges). Resident acknowledges that the rates paid for water and sewer service may not match the rate of the local water utility (as that rate may not be appropriate to charge to an individual unit), but that the rates used are designed in a manner to allocate Landlord's actual water and sewer costs to the apartment units.

All water and sewer related charges assessed to the Landlord may be used to calculate the amount charged to each Resident under the selected formula described above, including, but not limited to, stormwater charges, water or sewer related charges contained on tax bills, and all miscellaneous charges contained on the utility bills received from the local water and sewer providers.

The billing methods described herein may be changed by Landlord by providing Resident with prior 30 day written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

7. Allowable Charges

The monthly bill for water service may only include the following charges:

- a. Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with Civil Code Section 1954.205(a).
- b. Payment of a portion of the fixed fee charged by the water purveyors for water service.
- c. A fee for the landlord's or billing agent's costs in accordance with Civil Code Section 1954.205(a)(3).
- d. Any late fee, with the amounts and times assessed, in compliance with Civil Code Section 1954.213. A late fee of up to seven dollars (\$7) may be imposed if any amount of a water service bill remains unpaid after 25 days following the date of 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. A late fee of up to ten dollars (\$10) may be imposed in each subsequent bill if any amount remains unpaid.
- e. The monthly bill for water service will only include the following charges: (1) payment due for the amount of usage as measured by the sub meter and charged at allowable rates, (2) fixed fee charged by the water purveyors for water service, (3) a fee that is the lesser of \$4.75 or 25% of your water and sewer bill.

8. Malfunctioning Water Fixtures

Resident 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. Landlord is required to investigate, and, if necessary, repair these problems within 21 days, otherwise, the water bill will be adjusted pursuant to law. Notice of leaks, drips, and/or water fixtures that do not shut off properly must be provided to: Park Square at Seven Oaks | Address: 11325 Park Square Drive, Bakersfield, CA 93311 | Email: parksquare@fah.com | Office Phone: (661) 584-4434 | Hours: Monday-Friday 9AM–5PM.

9. Inaccurate or Malfunctioning Submeter

If Resident believes that the submeter reading is inaccurate or the submeter is malfunctioning, Resident shall first notify the person specified in paragraph 7 and request an investigation. If an alleged submeter malfunction is not resolved by Landlord, Resident may contact the local county sealer and request that the submeter be tested. Contact information for the local county sealer of weights and measures: Kern County Commissioner Glenn Fankhauser | Address: 1001 S Mount Vernon Ave, Bakersfield, CA 93307-2857 | Email: agcomm@co.kern.ca.us | Office Phone: (661) 868-6300 | Hours: Monday-Friday 8AM–5PM

10. Additional Information

This disclosure is only a general overview of the laws regarding submeters and the laws regarding submeters that 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.

11. Delivery

The monthly bill will be mailed via USPS each month directly to Resident address and emailed to Resident email address registered with the Landlord. The bill will also be uploaded to the Resident Portal document section. **If Resident wishes to stop paper mail and only receive an email copy, Resident may request this within the Resident Portal profile user settings section:**

<https://parksquareatsevenoaks.securecafe.com/residentservices/park-square-at-seven-oaks/userlogin.aspx>

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

<<prfirstlast>>

<<occname1>>

<<occname2>>

<<occname3>>

Park Square at Seven Oaks
Partners, LLC
Landlord
11325 Park Square Drive
Bakersfield, CA 93311

☒ by

Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment Homes, Inc.
Agent for Landlord
Management Co.

Date

**NOTICE OF PERIODIC APPLICATION OF PESTICIDES
BY PEST CONTROL OPERATOR**

This document is an Addendum and is part of the Rental/Lease Agreement, dated <<TodayLong>>, between Park Square at Seven Oaks Partners, LLC "Landlord", and <<allobcupants>>, "Resident" for the premises located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>.

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

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

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

<<prfirstlast>>

<<ocname1>>

<<ocname2>>

<<ocname3>>

Park Square at Seven Oaks
Partners, LLC
Landlord
11325 Park Square Drive
Bakersfield, CA 93311



Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment Homes, Inc.
Agent for Landlord
Management Co.

Date

Guarantee: If you have any concerns regarding covered pests in-between your regular services, give us a call and we will return at no additional charge to treat the problem areas. Please allow 7-10 days after a regular service is completed for best results.

Materials: Most products that we use have little or no odor, but some may have a discernable odor. This odor is harmless and should dissipate within a day.

AutoPay Discount: Credit/Debit card on file must remain updated and active to continue to qualify for AutoPay discount. Credit/Debit card on file will be charged after each service is completed automatically.

Anytime Discount: To qualify for the Anytime discount, we must be able to provide service anytime Monday through Friday 8am to 5pm.

State Law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms of overexposure to Maki or Generation, Contact your physician or poison control center (800) 876-4766 and your pest control operator immediately. (This statement shall be modified to include any other symptoms of overexposure which are not typical of influenza.) If rodenticide poisoning occurs, mild shock and bleeding could be symptoms. For further information, contact any of the following: Pest Control Operator (661) 418-7378. For Application Information: The County Agriculture Commissioner (661) 868-6300. For Regulatory Information: The Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA (800)737-8188 Health Department: (661) 861-2231

If rodenticide poisoning occurs, mild shock and bleeding could be symptoms

For further information contact any of the following: Pest Control Operator: 661-418-7378. For Application information: The County Agriculture Commissioner 661-868-6300 For Regulatory Information: The Structural Pest Control Board. 2005 Evergreen Street. Suite 1500, Sacramento, CA 95815. 1-800-737-8188 Health Department: 661-861-2231

Any of the following products listed below may be used during the course of treatment:

- | | |
|--|---|
| A1. Advanced Carpenter Ant Bait (.011%) Abamectin B1 | P1. Permethrin SFR (36.8%) Permethrin 36.8% |
| A2. Archer IGR (.25%) Dinotefuran (.95%) Diatomaceous | P2. Phantom (.05%) Chlorfenapyr |
| A3. Amdro Mole and Gopher Bait (2%) Zinc Phosphide | P3. Precor 2000 Plus Premise (4.1%) (S) Methoprene, Permethrin, Phenothrin, N-Octyl Bicycloheptene Dicarboximide, Piperonyl Butoxide |
| A4. Advion Cockroach Gel Bait (.6%) Indoxacarb | R1. Rodent Bait Boxes |
| A5. Advion Ant Gel Bait (.05%) Indoxacarb | S1. Sluggo (1%) Iron Phosphate |
| A6. Advion Ant Bait Arena (.1%) Indoxacarb | S2. Snap Traps Mice |
| A7. Arilon (20%) Indoxacarb | S3. Snap Traps Rats |
| A8. Advanced 375A (0.011%) Abamectin | S4. Suspend SC (4.75%) Deltamethrin |
| A9. Alpine WSG (40.0%) Dinotefuran | S7. Synerpro Pbo (91.3%) Piperonyl Butoxide |
| B1. Bedlam N-Octyl bicycloheptene dicarboximide | T1. Talstar PL Granules (.2%) Bifenthrin |
| B2. Bifen I/T (7.9%) Bifenthrin | T2. Taurus SC (9.1%) Fipronil |
| C1. CB-80 (4.5%) Pyrethrins, Piperonyl Butoxide | T3. Tempo SC (11.8%) Beta-Cyfluthrin |
| C2. Contrac Blox (.005%) Bromadiolone | T4. Terad 3 (.075%) Cholecalciferol) |
| C3. Cyzmic CS (9.7%) Lambda-cyhalothrin | T5. Termidor Foam (.005%) Fipronil |
| D1. D-Fense Dust (.05%) Deltamethrin | T6. TalStar Pro (7.9%) Bifenthrin |
| E1. Essentria IC3 (17%) Rosemary Oil, Geraniol, Peppermint Oil | T7. Termidor SC (9.1%) Fipronil |
| E2. Essentria Granular (3.5%) Eugenol, Clove Oil, Thyme Oil | V1. Vendetta (.05%) Abamectin B1 |
| F1. First Strike Soft Bait (.0025%) Difethialone | V2. Vendetta Plus (.55%) Abamectin B1, Pyriproxyfen |
| G1. Gentrol (S)- Hydropene | V3. Vector Roach Monitor Stations |
| G2. Glueboards Mice | W1. Wasp Freeze (.129%) D-Trans Allethrin |
| G3. Gueboards Rats | W2. Wilco Gopher Getter (1.8%) Strychnine Alkaloid |
| I1. Intice 10 Perimeter Bait (10%) Orthoboric Acid | Other: _____ |
| M1. Maxforce Complete Granular Bait (1%) Hydramethylnon | Other: _____ |
| M2. Maxxthor SC (7.9%) Bifenthrin | Other: _____ |
| N1 Niban Granular (5%) Ortoboric Acid | Other: _____ |
| O1. Optigard (0.010%) Thiamethoxam | Other: _____ |
| O2. Onslaught Fast Cap (16%) Esfenvalerate Prallethrin Piperonyl Butoxide | Other: _____ |

PARK SQUARE at *Seven Oaks*
A FULLER APARTMENT HOMES COMMUNITY

POOL/SPA RULES ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated <<TodayLong>>, between Park Square at Seven Oaks Partners, LLC "Landlord", and <<allob occupants>>, "Resident" for the premises located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>

1. The Pool/Spa is to be used only between the hours of 9:00 A.M. and 10:00 P.M. Sunday through Thursday and 9:00 A.M. and 11:00 P.M. Friday and Saturday.
2. The Pool/Spa are reserved exclusively for use of Residents of the building, Occupants listed on the Rental/Lease Agreement and their guests. Guests must be accompanied by a Resident or Occupant when using the pool. Maximum of two guests per resident are permitted to use the Pool/Spa ONLY when accompanied by resident.
3. Resident agrees to abide by all regulations set forth by management relative to the use of the pool and spa area and all posted signage.
4. As provided by California law, children shall not use the pool without an adult in attendance and unsupervised use of the Spa by children is prohibited.
5. No food may be served or eaten in or around the Pool/Spa area(s) at any time without Landlord's consent. Refreshments must be served in unbreakable containers.
6. No alcoholic beverages shall be served or consumed in or around the Pool/Spa area at any time. No person under the influence of alcoholic beverages is permitted in or near the Pool/Spa.
7. Running and jumping, "horseplay", fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the Pool/Spa.
8. To protect the enjoyment of the pool, spa and pool area by all Residents, the use of radios, music players and other music or noise amplifying devices of any type is prohibited in the pool area unless used with appropriate earphones.
9. Residents and their guests are required to be properly attired at all times, going to and from and in or around the Pool/Spa area.
10. Showering is required prior to using the Pool/Spa. Those using the Pool/Spa shall dry themselves off before leaving the Pool or Spa area.
11. Residents and guests will place their own towels over Pool/Spa furniture when using suntan oil or other lotions.
12. No toys, inner tubes or any other objects whatsoever will be allowed in the Pool/Spa at any time.
13. Safety equipment is not to be used except in case of emergency.
14. **NO LIFEGUARD WILL BE ON DUTY.**
 - Persons using Pool/Spa facilities do so at their own risk.
 - Landlord is not responsible for accident or injury.
 - Landlord is not responsible for articles lost, damaged or stolen.

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

<<prfirstlast>>

<<occname1>>

<<occname2>>

<<occname3>>

Park Square at Seven Oaks
Partners, LLC
Landlord
11325 Park Square Drive
Bakersfield, CA 93311



by

Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment Homes, Inc.
Agent for Landlord
Management Co.

Date

SMOKE-FREE POLICY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated <<TodayLong>>, between Park Square at Seven Oaks Partners, LLC “Landlord”, and <<allobcupants>>, “Resident” for the premises located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>

1. **Purpose of Smoke-Free Policy:** The Landlord desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of property insurance for a non-smoke-free building.
2. **Definitions:** “Smoke” or “Smoking” means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. “Smoke” or “Smoking” also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation. “Electronic delivery device” means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.
3. **Smoking Policy: Smoking of any substance is prohibited on the entire property. This addendum does not authorize the use of marijuana in any form on the premises.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident, members of Resident’s household, and any guests under control of the Resident will not smoke anywhere in or on the:
 - Unit rented by Tenant, including any associated balconies, decks, or patios;
 - Common areas of the property, including, but not limited to, lobbies, hallways, stairwells, community rooms, community bathrooms, or offices; or
 - Grounds of the property, including, but not limited to, entryways, pool areas, walking paths, or sitting areas.**Resident Initials:** _____
4. **Resident to Promote Smoke-Free Policy and Alert Landlord of Violations:** Resident shall inform his or her guest(s) of the smoke-free policy. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident’s unit from sources outside of the Resident’s unit.
Resident Initials: _____
5. **Landlord Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Landlord’s adoption of Smoke-Free Policy, does not make the Landlord the guarantor of the Resident’s health or of the smoke-free condition of the areas in which smoking is prohibited. However, Landlord shall take reasonable steps to enforce this addendum. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.
6. **Other Residents Are Third Party Beneficiaries of this Addendum:** Landlord and Resident agree that the other residents of the property are the third-party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Landlord has breached this Addendum.

7. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Landlord.
8. **Disclaimer:** Resident acknowledges that this Addendum and Landlord's efforts to designate the premises as smoke-free do not in any way change the standard of care that the Landlord would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
9. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.
10. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

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

<<prfirstlast>>

<<ocname1>>

<<ocname2>>

<<ocname3>>

Park Square at Seven Oaks
Landlord
11325 Park Square Drive
Bakersfield, CA 93311

☒ by _____
Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment Homes, Inc.
Agent for Landlord
Management Co.

Date