



plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

RENTAL AGREEMENT

THIS AGREEMENT between Plaza Riviera 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 following definitions apply throughout this Agreement, except when these terms appear within quoted statutory language. In that case, the terms have the meaning intended by the law.

- Premises means the entire property, i.e., the parcel of land and anything on it.
- Building means the structure in which the Resident’s unit is located.
- Rental unit means the area to which the Resident has the exclusive right of possession.

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 rental unit located at: <<propaddr2>> <<unitcode>> <<propcity>>, <<propstate>> <<propzip>>
2. **AB 1482 DISCLOSURES:** This Rental 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 **December 1, 2035**. 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 initial term of the Lease Contract begins on <<prleasefrom>> and ends at midnight on <<prleaseto>>. 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. **If resident does not intend to renew the lease, a written notice is required at least 30 days prior to the lease expiration date.** A written notice will not release resident from liability for the full term of the Lease Contract or renewal term. Resident will still be liable for the entire Lease Contract term if resident moves out early. Oral move-out notice will not be accepted and will not terminate the Lease Contract.

Any holding over by the Resident after termination shall entitle the Landlord to initiate legal proceedings to recover possession of the rental unit. Resident shall be liable to Landlord for daily rental damages equal to the current fair rental value of the rental unit, divided by 30, in addition to any other damages allowed by law. 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. 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.

For rental 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 rental 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 **<<micLeaseAmt_[Rent]>>** 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. *If applicable, see Pet Addendum for monthly pet rent.*
- a. **Move-In Fees**
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]>>**. **Total Pro-Rate Move-In Fee Payment of <<micProTotal>> is due no later than the lease start date. Total Pro-Rate Move-In Fee includes all rent and applicable fees prorated at the amount of 1/30th of the monthly rent/fee per day. Pro-Rate Move-In Fees must be paid by credit card, debit card, cashier’s check or money order. No cash or personal checks shall be accepted.**
- b. **Payment Methods for Rent and Other Amounts Due under This Agreement**
Payments made in person may be delivered between the hours of N/A and N/A on the following days of the week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday
 Other: By Appointment Only
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: Plaza Riviera and is to be delivered to: Fuller Apartment Homes, Inc. at: PO Box 30157, Santa Barbara, CA 93130. Telephone number for above address: (805) 563-3734 and Email is plazarivierasb@fah.com. Credit card or electronic bank (EFT) payments may be made online at www.plazarivierasb.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. In the event of roommates, or another form of multiple occupancy, Resident understands and agrees that rent shall be paid with a single payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent 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 Notice to Pay Rent or Quit, 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 rental 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. Under Civil Code 1950.5, the Landlord may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, any of the following:

- (a) The compensation of a landlord for a resident's default in the payment of rent.
- (b) The "repair of damages to the premises, exclusive of ordinary wear and tear", caused by the resident or by a guest or licensee of the resident.
- (c) 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.
- (d) To remedy future defaults by the resident in any obligation under the rental agreement 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 rental unit 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.

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):

- Electricity, Telephone, Cable, Internet** – service to be arranged directly with the utilities providers.
- Water and Sewer** – Consumption billed directly through YES Energy Management. See attached addendum.
- 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 Notice to Pay Rent or Quit. **Once a Notice to Pay Rent or Quit is served, Resident is required to make a certified payment in full in order to avoid eviction. Certified payment includes cashier’s check or money order. No cash, personal checks, credit card or debit card shall be accepted.**

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 rental 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:** The rental unit shall be occupied only by the following named person(s).

<<prfirstlast>>	<<prdob>>	<<ocname1>>	<<ocdob1>>
_____ Name	_____ Birthdate	_____ Name	_____ Birthdate
<<ocname2>>	<<ocdob2>>	<<ocname3>>	<<ocdob3>>
_____ Name	_____ Birthdate	_____ Name	_____ Birthdate
<<ocname4>>	<<ocdob4>>	<<ocname5>>	<<ocdob5>>
_____ 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 in the rental unit 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 rental unit 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 rental unit 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 named as an Occupant in this Agreement or Resident who signed this Agreement, who occupies any portion of the rental 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 OR ENTITY 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 or entity, who is the (check one) Landlord Agent for service of process and notices:

California Registered Agent Inc.

(530) 232-5985

(Name of person or entity 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. Person or Entity Authorized to Manage the Premises

The following person or entity is authorized to manage the premises:

Juana Guardado

(805) 563-3734

(Name of person or entity authorized to manage the premises)

(Telephone number of person)

at PO Box 30157, Santa Barbara, CA 93130

plazarivierasb@fah.com

(Address of person or entity authorized to manage the premises)

(Email)

If a person or entity other than Landlord (identified at the beginning of this Agreement) is listed in this paragraph as a person or entity 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 or entity 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 or entity authorized to manage the premises. The agent identified in this paragraph as the person or entity 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 personal 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 rental unit 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 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. If any keys are lost or provided to any unauthorized occupant or non-Resident, 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 and its occupants. This may include the costs of re-keying the entire Premises if Landlord, at Landlord's sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out. 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.

Charges for key and lock replacement and for lockouts are due 5 days from receipt of the invoice from the Landlord.

16. PARKING POLICY: Resident has been assigned to Parking Space # <<RICodePar>>. 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. **All apartments are assigned ONE reserved parking space in the mechanical auto lift.** Only one passenger vehicle or motorcycle may be parked in each space. Resident shall only use assigned parking space. 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. (Vehicles parked in unauthorized areas or in another resident’s space may be towed away at the vehicle owner’s expense). 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.

By initialing as provided, Resident(s) acknowledge receipt of the ***Parking System Space Addendum (Harding Steel Carmatrix PSH Semi-Automatic Parking System)*** attached hereto.

Resident Initials: _____

17. STORAGE POLICY: No storage outside of the Resident’s rental unit is authorized, permitted, or provided under this Agreement. Resident agrees to keep personal property inside Resident’s rental 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 rental unit 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 rental unit or in the storage space provided.

A dedicated secured bike storage room is provided for the use of all Residents. Friends, relatives and/or visitors of the Residents are not permitted to use the bike storage room. Key fob will be required to access the bike storage room. All users using the bike storage agree to do so at their own risk. Bicycle locks should be used on racks to secure bikes stored in the bike storage room at all times. Locks will not be 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 rental 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 rental unit from sources outside of Resident’s rental 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 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 premises 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 this Agreement and grounds for immediate termination of this 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 or wood burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or _____ shall be kept or allowed in or about the premises, including any indoor or outdoor 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) on or near the premises engage in any:

(1) criminal activity, including drug-related criminal activity. "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)).

(2) act intended to facilitate criminal activity, including drug-related criminal activity,

- (3) acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms
- (b) use the rental unit or premises or permit the rental unit or premises to be used by a person:
 - (1) 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.
 - (2) for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (c) engage in any criminal activity or criminal threat (as defined in subdivision (a) of Section 422 of the Penal Code), on or off the premises, that is directed at any owner, Landlord, or agent of the owner or Landlord of the premises.

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.
 - (d) Resident may only post, display or install political signs in the window or door of the rental unit rented 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 rented by the Resident.
 - (e) Resident is prohibited from posting or displaying political signs that (1) are more than six square feet in size; (2) violate a local, state, or federal law; or (3) would violate a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6.
 - (f) Resident shall post and remove political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. Resident shall be solely responsible for any violation of a local ordinance. 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 inside Resident's rental unit, including in an outside area of the rental unit such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under this Agreement. 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 rented to Resident for Resident's exclusive use. Permitted 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 outside area of the rental 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 rental unit (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 area of the rental unit, signals may be transmitted to the interior of Resident's rental unit 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 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 premises;
 - (h) **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the rental unit. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the 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: <https://www.acwa.com/drought-response/>. 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 attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, including any fines or costs levied against the Landlord.

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

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

If the premises 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 rental unit prior to renting and knows of no bed bug infestation. Resident agrees not to bring onto the premises 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. Report 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: plazarivierasb@fah.com

c. Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any rental 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 rental unit, the deadline for any Resident preparation of the rental unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for rental 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 rental unit preparation responsibilities shall notify the Landlord at least one business day prior to the scheduled pest control operator visit for inspection or treatment.
- A Resident must vacate his or her rental unit if required by the pest control operator for treatment purposes and shall not reenter the rental unit until directed by the pest control operator to do so.

d. Prevention Recommendations

- Resident should **check for hitch-hiking bed bugs**. 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 home. 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 bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs 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 bed bugs. 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 rental unit and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
- (d) that all rooms, appliances and fixtures in the rental unit 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 premises, the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
- (f) to occupy the rental unit 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 in the rental unit.
- (i) to maintain the rental 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 rental unit 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 immediately notify the Landlord of any dampness or mold problems including (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 rental unit;
- (c) To regularly allow air to circulate in the rental unit and to use exhaust fans (if available) whenever showering or bathing, cooking, dishwashing, or cleaning and to report to the Landlord any non-working fan;
- (d) To use all reasonable care to close all windows and other openings to prevent water from coming into the interior of the rental unit;
- (e) To clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (mold can grow on damp surfaces within 24 to 48 hours); and,
- (f) To keep the rental 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 rental unit 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 premises or neighboring property. 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 rental unit is equipped with a smoke detection device(s), which was tested and found operable by the Landlord. Landlord shall have a right to enter the rental unit 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 rental unit is 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 rental unit 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 rental unit or elsewhere on the premises.

38. LIABILITY FOR DAMAGES, FINES, AND PENALTIES:

- (a) Damages, Repair and Replacement: Resident shall pay Landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Payment is due 5 days from receipt of the invoice from the Landlord. This includes but is not limited to charges assessed under paragraphs 15 (Keys); 18 (Landscaping); 22 (Repairs and Alternations); 26 (Satellite Dishes); 30 (Care, Cleaning and Maintenance); and 32 (Plumbing).
- (b) Fines, Penalties and Other Costs: Resident is responsible for any fines or other costs occasioned by violations of the law by Resident, Resident's guests or invitees on the premises. This includes but is not limited to charges assessed under paragraphs 24 (Spare the Air Alerts); and 27 (Water Conservation). 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 invitees on 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, Resident shall reimburse Landlord for the entire sum paid, within five (5) days of Landlord's written demand. 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 rental unit, 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 rental unit: 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 RENTAL UNIT: In the event the rental unit is partially or totally damaged or destroyed by fire or other cause, the following will apply:

- (a) If the rental unit is 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 rental unit is 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 rental unit as soon as possible. If only part of the rental unit cannot be used, there will be a proportionate rent discount until the rental unit is repaired, to be determined solely by Landlord.

42. NOTICE REGARDING SEX OFFENDER DATABASE AND WEBSITE: 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 used by the Landlord) 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.

- **Notice of AB 1482 Addendum (Form CA-097)**
- **Information on Dampness and Mold for Renters in California (Form CA-355)**
- **Water and Sewer Submetering Addendum (Form CA-093)**
- **Trash and Recycling Policy Addendum (Form CA-098)**
- **Periodic Application by Pest Control Operator Addendum (Form CA-078)**
- **Smoke-Free Policy Addendum (Form CA-088)**
- **Pet Addendum (Form CA-080), *if applicable***
- **Parking System Space Addendum (Form CA-076)**
- **Guarantee of Rental/Lease Agreement (Form CA-019), *if applicable***

Resident Initials: _____

The Landlord is committed to compliance with all federal, state, and local fair housing laws.



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>> _____ <<ocname1>> _____

<<ocname2>> _____ <<ocname3>> _____

Plaza Riviera Partners LLC by Fuller Apartment
 Landlord Juana Guardado, Homes, Inc. Agent for Landlord
 PO Box 30157 Individual Signing Management Co. Date
 Santa Barbara, CA 93130 For Landlord



plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

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

As required by Civil Code Section 1946.2 and 1947.12

Your rental 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 rental unit will become subject to AB 1482 rent caps and just cause on **December 1, 2035**. 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>>

Plaza Riviera Partners LLC
Landlord
PO Box 30157
Santa Barbara, CA 93130

by

Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment
Homes, Inc.
Management Co.

Agent for Landlord

Date



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.



Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit [CDPH website \(www.cdph.ca.gov/Pages/contact_us.aspx\)](http://www.cdph.ca.gov/Pages/contact_us.aspx)





plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

WATER AND SEWER SUBMETERING ADDENDUM

1. Water and Sewer Submeter

The above-described rental unit is equipped with a submeter. As required by California law, Resident will be billed for water and sewer service separately from the rent. The location of the submeter for this rental unit is in the exterior hallway of the apartment.

2. Estimated Water and Sewer Bill

The estimated monthly bill for water and sewer service for dwelling units at the property is \$108.76. This estimate is based on (check one):

- The average or median bill for water and sewer service for comparative dwelling units at the property over any three of the past six months.
- The average indoor water and sewer usage 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.

3. Due Date and Payment Procedures.

The water and sewer 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 rental unit. 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.

4. Contact for Water and Sewer Service Billing Questions

Questions regarding the water and sewer service billing should be directed to: YES Energy Management Customer Service - *please call the customer service number listed on your billing statement.*

5. 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 usage consumed in Resident's unit. Specifically, Resident's bills will be calculated as follows: A submeter is installed in the Resident's unit to measure the total amount of water and sewer 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.

6. Allowable Charges

The monthly bill for water and sewer 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 and sewer 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 and sewer 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 and sewer 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.

7. 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 and sewer 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: Plaza Riviera | Address: PO Box 30157, Santa Barbara, CA 93130 | Email: plazarivierasb@fah.com | Office Phone: (805) 563-3734 | Hours: By Appointment.

8. 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: Santa Barbara Public Works Director Scott McGolpin | Address: 263 Camino del Remedio, Santa Barbara, CA 93110-1335 | Email: mcolpin@cosbpw.net | Office Phone: (805) 568-3000 | Hours: Monday-Friday 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM

9. 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.

10. 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://plazarivierasb.securecafe.com/residentservices/plaza-riviera/userlogin.aspx>

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

_____	_____	_____	_____
<<prfirstlast>>		<<ocname1>>	
_____	_____	_____	_____
<<ocname2>>		<<ocname3>>	
Plaza Riviera Partners LLC Landlord PO Box 30157 Santa Barbara, CA 93130	<input checked="" type="checkbox"/> by Juana Guardado, Individual Signing For Landlord	Fuller Apartment Homes, Inc. Management Co.	Agent for Landlord Date



plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

TRASH AND RECYCLING POLICY ADDENDUM

California has set ambitious goals with respect to reducing greenhouse gas emissions and waste disposed through landfills. To that end, the state has adopted both solid and organic waste recycling requirements that impact rental housing.

You are hereby notified that this rental unit and the premises upon which it is located participates in a solid and organic waste collection program. You are required to cooperate with this program by placing organic waste, traditional recyclables, and trash (collectively "waste") into the appropriate containers provided by Landlord, as described below:

1. Waste Sorting Requirements. *(choose one)*
 See attached flyer regarding waste sorting requirements from the waste hauler or local government.
 Waste shall be sorted as follows: all of the organic material in our trash bins is processed out to Tajiguas ReSource Center and turned into green energy and compost. Visit <https://lessismore.org/resourcecenter> and review attached flyers for more information.
2. Location of Waste Containers. The waste containers described in paragraph 1 are located: on the ground floor on the Clifford Side of the property. Pickup day is on Friday.
3. *(Check only if applicable)* Additional Information. _____.

Except as modified in this Addendum, the terms of the Agreement, and all attachments to the Agreement are and shall remain the same and in full force and effect.

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

_____ <<prfirstlast>>	_____	_____ <<ocname1>>	_____
_____ <<ocname2>>	_____	_____ <<ocname3>>	_____
Plaza Riviera Partners LLC Landlord PO Box 30157 Santa Barbara, CA 93130	<input checked="" type="checkbox"/> by Juana Guardado, Individual Signing For Landlord	Fuller Apartment Homes, Inc. Management Co.	Agent for Landlord _____ Date

ORGANICS RECYCLING



Yard waste can be made into mulch which nourishes soil and encourages new growth.

County Mulch Program

Diverts 40,000 tons of organics from the landfill every year.



Backyard Composting: Composting is nature's way of recycling.

We can control and speed up this process to compost left-over food scraps and yard waste where we live.



Anaerobic Digestion Facility Now We Are Composting Organics from the Trash



BEFORE the ReSource Center, yard waste and food scraps that were thrown into the trash were buried in the landfill, creating potent greenhouse gases and taking up valuable landfill space.



AFTER the ReSource Center, organics are separated from the trash and placed in the AD Facility for composting. Biogas is collected during the digestion process and converted to energy, enough to power 2,000 homes.

MIXED MATERIALS WASTE BIN

MATERIAL MIXTO

Food And Wet Paper From This Bin Will Be Turned Into COMPOST

Comida y papel sucio se convertirán en abono





plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

NOTICE OF PERIODIC APPLICATION OF PESTICIDES BY PEST CONTROL OPERATOR

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 will be covered by such a contract for regular pest control service, once services are contracted you will be notified pursuant to the law. The notice provided by the pest control company will be emailed to you once received.

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

<<prfirstlast>>

<<ocname1>>

<<ocname2>>

<<ocname3>>

Plaza Riviera Partners LLC
Landlord
PO Box 30157
Santa Barbara, CA 93130



by _____
Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment
Homes, Inc.
Management Co.

Agent for Landlord

Date



plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

SMOKE-FREE POLICY ADDENDUM

- 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 in the rental unit or on the premises.** Resident agrees and acknowledges that the rental unit 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:
 - Rental 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, 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 rental unit from sources outside of the Resident’s rental 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, including in rental units and interior and exterior common areas, 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 Rental 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 rental 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 rental unit or new agreement.

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

_____	_____	_____
<<prfirstlast>>	<<ocname1>>	
_____	_____	_____
<<ocname2>>	<<ocname3>>	
Plaza Riviera Partners LLC Landlord PO Box 30157 Santa Barbara, CA 93130	<input checked="" type="checkbox"/> by Juana Guardado, Individual Signing For Landlord	Fuller Apartment Homes, Inc. Agent for Landlord Management Co. Date



plaza riviera

A FULLER APARTMENT HOMES COMMUNITY

835 E. Canon Perdido, Santa Barbara, California 93103
(805) 563-3734 • PlazaRiviera@fah.com • PlazaRivieraSB.com

PARKING SYSTEM SPACE ADDENDUM (Harding Steel Carmatrix PSH Semi-Automatic Parking System)

To the extent that this Addendum conflicts with the Lease, this Addendum will control.

- 1. Parking System.** A Harding Steel Carmatrix PSH Semi-Automatic Parking System is used for vehicle parking at the Property.
- 2. Parking System Training.** Each parking system user must train with a member of management on the proper use of the equipment before they first use it. Each user will be required to sign a Training Checklist form before being authorized to use the system (no exceptions). Only trained users, after delivering to Landlord the Training Checklist form, are authorized to use the parking system and no one else may use the parking system.
- 3. Designated Parking Space.** Your designated Parking Space is: *Machine-Parking Space# <<RICodePar>>*. You may park only in your designated Parking Space. You should never park in a different Parking Space which may have different physical and mechanical limitations than your designated Parking Space. We reserve the right to temporarily or permanently change your designated Parking Space and to assign another to you at any time. There is no guest parking allowed in the parking system.

4. Designated Vehicle. Designated Vehicle Identification:

Manufacturer:	Make:	License No.:	Vin:
<<Manufacturer>>	<<Make>>	<<License>>	<<VIN>>

Because of physical and mechanical requirements and limitations of the parking system, **you may park only the Designated Vehicle in your Parking Space. You may not park any other vehicle in your Parking Space.**

- 5. Parking Space Fee.** The Monthly Parking Space Fee is <<micLeaseAmt_[garage]>>. Payment instructions (including forms of payment accepted, to whom payments are to be made, and the address where payments are to be made), are specified in the Lease.
- 6. Resident Representations and Responsibilities.** You represent and warrant to us the following information about the Designated Vehicle:

Resident Representations	Resident Rules and Requirements
Weight: <<vehicleweight>> pounds	

	<p>The maximum allowable vehicle weight (including vehicle contents) is 5,500 lbs. This includes the occupants, vehicle accessories and all items stored in the vehicle while in the parking system. Vehicle modifications, and items in the vehicle, can increase the vehicle's weight. Resident is responsible for ensuring that the weight of the vehicle, when entering Parking Space, never exceeds 5,500 pounds.</p>
<p>Vehicle height: <u><<vehicleheight>></u></p> <p>The Designated Vehicle <u><<Lift>></u> have lifts or air suspension. If the Designated Vehicle does have lifts or air suspension, the height listed above is for the vehicle at its lowest height, and the Designated Vehicle's height at the highest height is <u><<vehicledesignatedheight>></u> inches.</p> <p>Vehicle length: <u><<vehiclelength>></u></p> <p>Vehicle width: <u><<vehiclewidth>></u></p> <p>These measurements include antenna, folded mirrors, racks and accessories.</p>	<p>The maximum vehicle height for the Parking Space is: <i>Spaces 1-5 have a maximum height of 7'- 3".</i> <i>Spaces 6-21 have a maximum height of 6'-2 ½ "</i></p> <p>The maximum vehicle length for the Parking Space is <i>16'-11"</i>.</p> <p>The maximum vehicle width for the Parking Space is: <i>Spaces 1-5 have a maximum width of 7'- 9".</i> <i>Spaces 6-10 have a maximum width of 7'-0 ½ "</i> <i>Spaces 11-15 have a maximum width of 6'-10 ½ "</i> <i>Spaces 16-21 have a maximum width of 7'-0 ½ "</i></p> <p>Resident is responsible for ensuring that the vehicle height and length, when entering, leaving or using the Parking Space, never exceed the allowable maximums.</p> <p>Beware of mirrors, antennas, racks and accessories on vehicles; these can add to the vehicle dimensions and may result in damage or injury. Mirrors should be folded in once car is parked if overall width is greater than the listed wheel base plus 2 inches</p>

7. Parking Term. We grant you privileges to park the Designated Vehicle in the Parking Space, beginning on <<prleasefrom>> (but only after completing training), and continuing until the earliest to occur of the following:

- Your failure to pay Parking Space fees when due;
- Termination of your right to occupy the Residence;
- The date that you vacate the Residence;
- Thirty (30) days advance written notice by either party of termination of this Addendum; or
- Until terminated as otherwise allowed by law.

You must immediately vacate the Parking Space at the end of the parking term.

8. Parking Sticker, Fob and Other Parking Controls. Vehicles must display a visible parking sticker in the vehicle rear window (distributed by Landlord) to certify that the vehicle is registered to park in the designated Parking Space. Any vehicles parked in the parking system without the proper vehicle registration and displayed rear window sticker will be towed at the owner's sole expense and landlord assumes no responsibility for damage, expenses or any other loss associated with towing unauthorized vehicles.

A user fob is issued for each designated Parking Space, and is necessary to access the designated Parking Space. Do not loan the fob to anyone. If the fob is lost, damaged or stolen, immediately report this to management so the old fob can be decommissioned from use, and you will be responsible for the replacement cost (currently \$50.00).

We reserve the right to issue other devices to control parking. If issued, you must use the parking control devices.

9. Resident Breach and Responsibility. A breach of this Addendum will be deemed a breach under the Lease and may result in termination of your rights under the Lease and this Addendum. You agree to indemnify, defend (with counsel of our choice), and hold Landlord and Landlord's Related Parties (i.e. the Property Manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and Property Manager) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum or the negligence, violation of law, or willful misconduct of you or your co-Residents, Occupants, agents, guests or household members (your "**Related Parties**").

10. No Landlord Liability. Landlord does not guaranty or warranty that the parking system will function perfectly at all times; all mechanical systems are subject to malfunction. To the maximum extent allowed by law, you agree to assume all risk of harm, and waive all claims against us and our Related Parties (which includes Landlord's property manager, employees, agents, and insurers) relating to the Parking Space, even if caused by the active or passive negligence of us or our Related Parties. To the maximum extent allowed by law, use of the Parking Space is at the sole risk of you and your Related Parties.

11. Assignment, Subletting and Transfer. You may not assign, sublet or otherwise transfer your right in the Parking Space or under this Addendum.

12. Operating Instructions. **Resident is responsible for following all instructions provided regarding the parking system (in the Operator's Manual (available at <https://www.plazarivierasb.com/carmatrix-manual>), this Addendum, signage, and any other instructions provided).**

13. Towing and Parking Rules A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has no current license or no current license sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Occupant who has surrendered or abandoned the Residence; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in a designated area; (K) blocks garbage trucks from access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; (N) is parked in a designated visitor or office parking space, (O) is parked in a space other than your designated Parking Space; (P) is causing damage to the Property, people or personal property; (Q) has been operated or parked in violation of applicable rules, regulations and law. Gasoline, fuels or other explosive materials may not be stored anywhere in the Property. You will be responsible for oil stains and other damage caused by the vehicles of you and the Resident's Related Parties and your security deposit may be used for this purpose. You must operate vehicles safely within the Property.

14. Emergencies. **In an emergency, press the red EMERGENCY STOP BUTTON! In the event of imminent danger or if people are endangered, call 911!**

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

<<prfirstlast>>

<<ocname1>>

<<ocname2>>

<<ocname3>>

Plaza Riviera Partners LLC
Landlord
PO Box 30157
Santa Barbara, CA 93130

by

Juana Guardado,
Individual Signing
For Landlord

Fuller Apartment
Homes, Inc.
Management Co.

Agent for Landlord

Date

SAMPLE