

APPRAISAL OF REAL PROPERTY



LOCATED AT

1199 E 9th St # 920
Chico, CA 95928
1191 1193 1195 1197 & 1199 E 9TH ST and 920 Willow 1, 2, 3

FOR

HomeXpress Mortgage Corp
15641 Red Hill Avenue #205
Tustin, CA 92780

OPINION OF VALUE

1,500,000

AS OF

10/03/2023

BY

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Borrower	Anthony Gentile	File No.	239-01313
Property Address	1199 E 9th St # 920		
City	Chico	County	Butte
Lender/Client	HomeXpress Mortgage Corp	State	CA
		Zip Code	95928

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Freddie
Mac

Appraisal Report
Residential Income Property

PROPERTY IDENTIFICATION

Borrower/Client Anthony Gentile File No. 239-01313
 Property Address 1199 E 9th St # 920 Map Reference 17020
 City Chico County Butte State CA Census Tract No. 0010.00
 Zip Code 95928
 Legal Description 1191 1193 1195 1197 & 1199 E 9TH ST and 920 Willow 1, 2, 3

Current Sale Price (if applicable) \$ N/A Date of Sale N/A Loan Requested \$ TBD

Terms of Sale There are no other listings/transfers within the past three years.

Property Rights Appraised Fee Leasehold (attach completed Ground Lease Analysis Freddie Mac Form 461)

Lender HomeXpress Mortgage Corp Lender's Address 15641 Red Hill Avenue #205, Tustin, CA 92780

Instructions to Appraiser: The purpose of this Appraisal is to estimate the current Market Value of the Subject Property. The definition of Market Value is the highest price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in cash or its equivalent; (5) financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale; (6) the price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs, or credits incurred in the transaction. ("Real Estate Appraisal Terminology," published 1975)

Note: Freddie Mac does not consider the racial composition of a neighborhood to be a relevant factor and it must not be considered in the appraisal.

Other Information: **Current owner of the record: Gentile Anthony V & Amber A**

Appraisal Requested From HomeXpress Mortgage Corp Date 09/20/2023 By: Fastapp

TO BE COMPLETED BY LENDER

ATTACHMENTS

If this Appraisal is made for Freddie Mac, attach items 1, 2, 5, 6, and 7. Attach additional items and check box if considered appropriate for this Appraisal.

- | | |
|--|---|
| 1. <input checked="" type="checkbox"/> Descriptive photographs of subject property | 8. <input checked="" type="checkbox"/> Map(s) <u>Aerial Map & Location Map</u> |
| 2. <input checked="" type="checkbox"/> Descriptive photographs of street scene | 9. <input type="checkbox"/> Plot plan or survey |
| 3. <input checked="" type="checkbox"/> Photographs of <u>Subject and comps</u> | 10. <input checked="" type="checkbox"/> Qualifications of Appraiser |
| 4. <input checked="" type="checkbox"/> Aerial Photograph | 11. <input checked="" type="checkbox"/> Ground Lease Analysis Freddie Mac Form 461 (required if leasehold interest appraised) |
| 5. <input checked="" type="checkbox"/> Sketch or floor plan of typical units | 12. <input checked="" type="checkbox"/> Summary of reciprocal agreements with other owners for use of parking, driveways, recreational facilities, private streets (required if applicable) |
| 6. <input checked="" type="checkbox"/> Owner's current certified rent roll if existing or, pro forma if proposed or incomplete | 13. <input type="checkbox"/> |
| 7. <input checked="" type="checkbox"/> Owner's income and expense statement <u>2023</u> (year) or pro forma income and expense statement | 14. <input type="checkbox"/> |
| | 15. <input type="checkbox"/> |

SUMMARY OF SALIENT FEATURES

TOTAL NUMBER OF APARTMENT UNITS 8

CONSTRUCTION: Existing Property, Approximate Year Built 1940 Proposed Construction Under Construction

DATE OF APPRAISED VALUE 10/03/2023

ESTIMATED MARKET VALUE (Unfurnished) (SEE PAGE 8 FOR CONDITIONS AND REQUIREMENTS) \$ 1,500,000

Value: Per Unit \$ 187,500.00, Per Room \$ 53,571.00, Per Sq. Ft. of Building Area \$ 343.96

GROSS ANNUAL INCOME MULTIPLIER 12.00

OVERALL CAPITALIZATION RATE 5.50 %

FORECASTED GROSS ANNUAL ECONOMIC INCOME \$ 113,760.00

VACANCIES: Actual No. Vacant 0 Percentage of Total Units 0 %

Projected Percentage of Forecasted Gross Annual Economic Income 5 % \$ 5,688.00

FORECASTED ANNUAL EXPENSE AND REPLACEMENT RESERVES (23.65 % of Forecasted Gross Annual Economic Income) \$ 26,899.00

FORECASTED NET ANNUAL INCOME FROM REAL PROPERTY \$ 81,173.00

PARKING RATIO 1.9 spaces/units

SUMMARY OF NEIGHBORHOOD AND PROPERTY

Neighborhood	Good	Aver.	Fair	Poor	Property	Good	Aver.	Fair	Poor
Employment Stability of Immediate Location	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Architectural Attractiveness	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment Centers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Quality of Construction (Materials & Finish)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Shopping Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Condition of Exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Condition of Interior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Room Size and Layout	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Closets and Storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light and Ventilation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Livability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Compatibility to Neighborhood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal and Marketability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AREA DATA

The City County Area population is approximately 101,299
 Population: Increasing _____ % per year Stable Decreasing _____ % per year
 Describe the economic base which contributes a major influence on the stability of real estate Major employment centers in the area of Chico, CA remain stable. Easy access to all main highways, transit and airport. The immediate economic base is stable for this immediate market area.
 Discuss employment stability Stable employment base. County employment offices, public and private employment is easy access from Chico, CA market area.
 Rent Control: Yes No Comment All of California is under rent control.
 Are local Government Agencies discouraging apartment development? Yes No Comment Subject zoning is in the R1 Low Density Residential Zoning District
 General comments, if applicable The immediate area is 100% built up.

NEIGHBORHOOD AND MARKETING AREA

Type: Urban Suburban Rural Property values: Increasing Stable Declining
 Present Land Use: Built up 100 % Single Family 60 % Condominiums 5 % Apartments 15 % Commercial 10 % Industrial _____ %
 Public Space/Parks 10 %
 Change in Present Land Use: Not Likely Likely or Taking Place From _____ to _____
 Comment, if applicable A few vacant land available.
 Describe overall property appeal and maintenance level The subject is in average condition. No repairs with typical wear and tear at the time of inspection. Final value is in AS IS condition.

Describe any incompatible land uses (if none, so state) It is located in a multi/residential market area. Property appeal is good for the current use. The subject is in average condition with typical wear and tear. No repairs noted at time of the inspection.

Single Family:	Price range \$ <u>125,000</u> to \$ <u>2,000,000</u>	Predominant \$ <u>550</u>	Age <u>0</u> yrs. to <u>110</u> yrs.	Predominant <u>60</u> yrs.
Apartments:	Predominant Range in Immediate Area (excluding extremes)		WALK-UP	ELEVATOR
Number of Units in Each Building	_____	20	Units	N/A
Age	_____	50	Years	N/A
Height (number of stories)	_____	2	Stories	N/A
Condition	_____	Good		N/A
Rental Range by Unit Type:				
Unit Types:	Studio	\$ 595		\$ 1,050
	1 Bedroom	\$ 700		\$ 1,575
	2 Bedroom	\$ 950		\$ 2,100
	3 Bedroom	\$ 1,150		\$ 2,500

Comment on any unusual aspects of the above ranges Stable demand for this market area. Vacancy data reports rate is 5%.

Est. neighborhood apartment vacancy rate 5 % Decreasing Stable Increasing. Rent Levels are Increasing Stable Decreasing
 Describe the unit type(s) by number of bedrooms and rental range that are in the greatest tenant demand Demand for 1-3 bedrooms are equal. Data shows stable demand for all residential rental units.

Describe the unit type(s) by number of bedrooms and rental range that are in oversupply Market has good demand for multi residential use. No oversupply is noted at this time.

Describe the potential for additional units in area considering land availability, zoning, utilities, etc. Potential for additional units is limited as the area is over 95% built up.

Describe the unsatisfied demand for additional units in area by type and rental None noted.

Is population of relevant market area of insufficient size, diversity and financial ability to support subject property and its amenities? No If yes, specify.

Item	Distance From Subject Property	Access or convenience			
		Good	Aver.	Fair	Poor
Public Transportation	<u>Local</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Centers	<u>Local</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shopping Facilities	<u>Local</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grammar Schools	<u>Local</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Freeway Access	<u>.25 mile</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Describe any probable changes in the economic base of neighborhood which would either favorably or adversely affect apartment rentals (e.g. employment centers, zoning) With the increase of rents in Chico and near cities, there has been a steady increase of citizens looking for rentals around Butte county. Area economic and demographic profile is stable and is not expected to go through significant changes in the near future. Demand for rental units is good due to Chico State University.

General comments including either favorable or unfavorable elements not mentioned (e.g. public parks, view, noise, parking congestion) Stable demand market area with access to employment centers, schools, shopping and highways.

SITE

Dimensions Approximately 125' x 150' Area 18,731 sf Sq. Ft. or Acres
 Zoning (classification, uses, and densities permitted) R1 Low Density Residential (LDR) - 2.1 to 7 units per gross acre or small lot subdivision, 19.42.010(C)

Present improvements do do not conform to zoning regulations.

Highest and Best Use: Present use Other (specify) Highest and best use is existing grandfathered duplex, Legal Nonconforming use can be rebuilt to existing if damaged per building code.

Site improvements: Public Water Private Well Public Sewer Septic Tank Storm Sewer Sidewalk
 Curbs Gutters Alley Street Lights Electricity Gas
 Underground Electricity and Telephone

Access By: Public Street Private Road Street Surface: Macadam

Maintained By: Municipality Private Association (attach summary of Association documents)

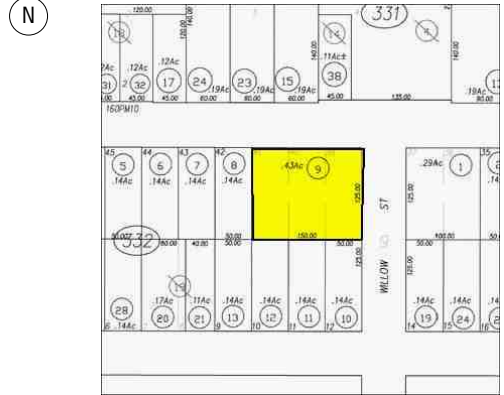
Ingress and egress (adequacy and safety) Access to the property is adequate. Subject property has adequate Ingress and Egress access.

Topography, view amenity, lot drainage, flood condition, slopes, etc. The site is level with street grade. No flood issues noted. No adversities noted. Typical site for the market.

Easements or encroachments on site and off site (if any) No adverse easements or encroachments noted.

Is the property located within a HUD Identified Special Flood Hazard Area? No
 Favorable or unfavorable conditions not mentioned above including any nonconforming use(s) of present improvements. Typical/common site for this market area. No adversities noted at the time of inspection.

Lot sketch showing lot dimensions, distance to nearest corner and the location of any nearby detrimental conditions.



DESCRIPTION OF IMPROVEMENTS

ITEM	DESCRIPTION
Foundation	Slab concrete
Basic Structural System	Masonry & Wood Construction
Exterior Walls	Wood/Stucco
Roof Covering	Asphalt Shingles
Interior Walls	Drywall
Floor Covering	Wood Laminate
Ceiling Heights or Units	Finished Floor to Finished Ceiling is <u>8</u> Ft.
Bath Floor and Walls	Tile and Drywall
Insulation	Adequate
Soundproofing	N/A
Heating System, Central or Individual & Fuel	FWA/Individual Gas
Air Conditioning System, Central or Individual & Fuel	Wall Window Units Electric
Hot Water Heater(s)	N/A
Built-In Kitchen Appliances	N/A
Elevator (No. <u>0</u>)	N/A
Plumbing Fixtures	PVC
Security Features	Standard deadbolt entry doors

Construction: Existing Proposed Under Construction
 Type Project: Walk-Up Elevator Row or Townhouse
 Other (Specify) _____
 No. of Bldgs. 8 No. of Stories 1 No. of Units 8
 Gross Bldg. Area 4,361 Sq. Ft. Density 18 Units Per Acre

OVERALL IMPROVEMENT RATING

	Good	Aver.	Fair	Poor
Architectural Attractiveness	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Condition of Exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Condition of Interior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rooms Size and Unit Layout	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closets and Storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soundproofing Adequacy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation Adequacy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Service Adequacy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comment on items rated fair or poor and items not covered above. Appraised in "AS IS" condition. Subject is in average condition. No repairs noted at time of the inspection.

Effective Age 30 Years. Est. Remaining Economic Life 30 Yrs.

PARKING: Total Spaces 15 In Buildings 0 In Garage (separate) 0 In Carport 0 Open (on-site) 15
 Parking Ratio 1.9 Space(s) / Unit. Discuss parking adequacy and convenience to apartment units Parking is readily available on the property.

Driveways, curbing, sidewalks, lighting (adequacy and condition) Concrete sidewalks with curbs. Adequate street lighting.

Describe recreational facilities Area residents benefit from public parks, playgrounds, and other recreational amenities including the Humboldt Park and One Mile Recreation Area.

Describe basement, lobby, garage, laundry, and other building items not described above No basement.

Comment if any of the above items or other building items are inadequate or are in below average condition Subject is in overall average condition. No repairs noted.

Recommended observable repairs: (List repairs, painting, termite treatment, etc., you recommend be made to the improvements to make the property readily marketable; if none, so state). Subject is in overall average condition. No repairs noted.

General comments if applicable: N/A

COST APPROACH

LAND VALUE ESTIMATE: (Include comparable land data if available and appropriate for this appraisal)

ITEM	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address or Location	N/A	N/A	N/A
Proximity to Subject			
Zoning			
Dimensions or Size			
Shape			
Topography			
Utilities			
Location			
Price			
Sale--Listing--Offer			
Date of Sale			
Price Per Sq. Ft. or Unit			
Comparison to Subject			
Indicated Per Sq. Ft. or Per Unit Value of Subject			

Comments and Reconciliation: No Relevant land sales found in the market. Cost approach is not applicable due to age of property and lack of land sales. Cost approach is not utilized by market participants in older buildings like the subject.

ESTIMATED LAND VALUE: \$ _____ per _____ or \$ _____

IMPROVEMENTS--ESTIMATED REPRODUCTION COST NEW

Source of Cost Data: (Optional)	_____	Sq. Ft.	@	\$ _____	\$ _____
	_____	Sq. Ft.	@	\$ _____	\$ _____
	_____	Sq. Ft.	@	\$ _____	\$ _____
	_____	Sq. Ft.	@	\$ _____	\$ _____
	_____	Sq. Ft.	@	\$ _____	\$ _____
	Carports _____	Sq. Ft.	@	\$ _____	\$ _____
	Garage _____	Sq. Ft.	@	\$ _____	\$ _____
	Porches, Patios, Balconies, Stairs, Etc. _____				\$ _____
	Fences, Walls _____				\$ _____
	Paving, Walks and Lighting _____				\$ _____
	Landscaping _____				\$ _____
	Recreational Facilities _____				\$ _____
	_____				\$ _____
	_____				\$ _____
	_____				\$ _____
	_____				\$ _____
	_____				\$ _____
	_____				\$ _____
	Total Estimated Reproduction Cost New of Improvements _____				\$ _____
	Less Total Depreciation _____				\$ _____
Depreciated Value of the Improvements _____				\$ _____	
Add Estimated Land Value _____				\$ _____	
Indicated Value by the Cost Approach (IN FEE SIMPLE) ^P _____				\$ _____	
Rounded to _____				\$ _____	

Comments, including explanation of depreciation: _____

^P If property involves leased land, show calculations for fee interest. _____

Deduct Value of Fee Interest _____ \$
 Indicated Value of Leasehold Interest by the Cost Approach _____
Not Developed \$

COMPARABLE RENTAL DATA

Comparables selected are the most recent rentals, similar and proximate, known to the undersigned, that a tenant of subject property would have given consideration to renting.

ITEM	COMPARABLE NO. 1				COMPARABLE NO. 2				COMPARABLE NO. 3									
Address or location	739 W 3rd St Chico, CA 95928				737 Pine St Chico, CA 95928				912 Salem St Chico, CA 95928									
Proximity to Subject	1.06 miles SW				0.24 miles SW				0.71 miles SW									
Map Code	17020				17020				17020									
Date of Rental Survey	10/23				10/23				10/23									
Brief Description of Property	No. Units: 5 No. Vac.: 0 Yr. Blt.: 1908 5 Unit - Residential				No. Units: 2 No. Vac.: 0 Yr. Blt.: 1925 2 Unit - Residential				No. Units: 2 No. Vac.: 0 Yr. Blt.: 1940 2 Unit - Residential									
Improvements																		
Quality & Condition	Quality	Average	Condition	Average	Quality	Average	Condition	Average	Quality	Average	Condition	Average						
Individual Unit Breakdown	Unit Rm. Count		Size	Monthly Rent		Unit Rm. Count		Size	Monthly Rent		Unit Rm. Count		Size	Monthly Rent				
	Tot.	BR	B	Sq. Ft.	\$	per sq. ft.	Tot.	BR	B	Sq. Ft.	\$	per sq. ft.	Tot.	BR	B	Sq. Ft.	\$	per sq. ft.
	5	3	1	1200	1,595	1.33¢	5	3	1	865	1,750	2.02¢	4	2	1	875	1,250	1.43¢
	4	2	2	800	1,650	2.06¢	5	3	1	865	1,800	2.08¢	4	2	1	875	1,650	1.89¢
	2	0	1	400	1,045	2.61¢												
						¢						¢						¢
						¢						¢						¢
Utilities, furniture and amenities included in rent	Water, Sewer, Trash				Water, Sewer, Trash				Water, Sewer, Trash									
Comparison to Subject	Similar Tenant Appeal				Similar Tenant Appeal				Similar Tenant Appeal									

General comments (including any rental concessions) if applicable: Rentals reflect the range from similar units in the market area.

MONTHLY RENT SCHEDULE--SUBJECT PROPERTY

Rental schedule is shown by type of units. Scheduled rents are actual rentals for an existing property, or projected rents for a proposed or incomplete building. Economic rents are forecasted rents to indicate the fair market rental the subject units would command if available for rent on the open market.

No. of Units	Unit Rm. Count			Total Rooms	Sq. Ft. Area Per Unit	No. Units Vacant	SCHEDULED RENTS			ECONOMIC RENTS				
	Tot.	BR	B				Per Unit		Total Rents	Per Unit		Total Rents	Per Sq. Ft. or Room	
							Unfurn.	Furn.		Unfurn.	Furn.		Sq. Ft.	Room
1	4	2	1	4	621	0	\$ 1,290	\$	\$ 1,290	\$ 1,290	\$	\$ 1,290	2.08¢	\$ 323
1	3	1	1	3	413	0	950		950	950		950	2.30	317
1	3	1	1	3	404	0	975		975	975		975	2.41	325
1	4	2	1	4	535	0	1,185		1,185	1,185		1,185	2.22	296
1	3	1	1	3	439	0	925		925	925		925	2.11	308
1	3	1	1.1	3	425	0	1,025		1,025	1,025		1,025	2.41	342
1	4	2	1	4	762	0	1,350		1,350	1,350		1,350	1.77	338
1	4	2	1	4	762	0	1,250		1,250	1,250		1,250	1.64	313
8	← TOTAL →			28					\$ 8,950			\$ 8,950		

OTHER MONTHLY INCOME

Parking	\$ 0	\$ 0
Laundry Income	\$ 220	\$ 220
Commercial Space	\$	\$
Storage Income	\$ 310	\$ 310
	\$	\$
Total Gross Monthly Income	\$ 9,480	\$ 9,480
Total Gross Annual Income	\$ 113,760	\$ 113,760

Utilities Included in Scheduled (actual) Rents: Water Gas Heat Electric Air Conditioning Trash
 Utilities Included in Economic Rents: Water Gas Heat Electric Air Conditioning Trash

If proposed project or project under construction, the rent up time necessary, after completion, to lease 80% of the units at the projected economic rents is estimated to be _____ months.

Comments (including any rental concessions in scheduled rents, or anticipated in economic rents; if none, so state). Rent is supported based by the rental comparables and appraisers rent survey. All units are residential units. Leases provided by the client. See attached in the addendum section. The market area has a wide range of rents due to the influence of student rentals. On a PSF basis the subjects rents are at the upper and of the range, this is reasonable due to the superior tenant appeal of the detached bungalow "homes".

MARKET APPROACH

The market data selected are the most recent sales of properties, similar and proximate to subject, known to the appraiser, that a buyer of subject property would have given consideration to purchasing. In the absence of actual sales, listings of comparable properties may be used but an explanation must be included in the "Comments" section below.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1199 E 9th St # 920 Chico, CA 95928	377 E 7th St Chico, CA 95928	1227 Esplanade Chico, CA 95926	739 W 3rd St Chico, CA 95928
Proximity to Subject		0.41 miles SW	1.21 miles NW	1.06 miles SW
Map Code	17020	17020	17020	17020
Lot Size	18,731 sf	8912 sf	17,859 sf	3920 sf
Brief Description of Building Improvements	No. Units: <u>8</u> No. Vac.: <u> </u> Year Built: 1940	No. Units: <u>5</u> No. Vac.: <u>0</u> Year Built: 1963	No. Units: <u>17</u> No. Vac.: <u>0</u> Year Built: 1964	No. Units: <u>5</u> No. Vac.: <u>0</u> Year Built: 1908
	GBA 4,361	GBA 2,861	GBA 14,518	GBA 3327
	8 Bldg, 1 story	1 Bldg, 1 story	1 Bldg, 2 story	1 Bldg, 2 story
	8 Apts	5 Apts	17 Apts	5 Apts
Quality	Average	Average	Average	Average
Condition	Average	Average	Average	Average
Recreational Facilities	N/A	N/A	N/A	N/A
Pool	None	None	None	None
Parking	15 Outdoor Parking spaces	On Site	17 Outdoor Parking spaces	On Site
Tenant Appeal	Good	Good	Good	Good
Unit Breakdown	No. of Units	No. of Units	No. of Units	No. of Units
	UNIT ROOM COUNT	UNIT ROOM COUNT	UNIT ROOM COUNT	UNIT ROOM COUNT
	Tot. BR b	Tot. BR b	Tot. BR b	Tot. BR b
	4 4 2 1	5 3 1 1	2 5 3 1	1 5 3 1
	3 3 1 1		12 4 2 1	1 4 2 2
1 3 1 1.1		2 3 1 1	3 2 0 0	
		1 2 0 1		
Util. Paid by Owner	Water/Sewer/Trash	Water/Sewer/Trash	Water/Sewer/Trash	Water/Sewer/Trash
Data Source	Walk Thru Insp	Costar	Costar	Costar
Price	\$ N/A <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F	\$ 1,200,000 <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F	\$ 2,950,000 <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F	\$ 950,000 <input checked="" type="checkbox"/> Unf. <input type="checkbox"/> F
Sale--Listing--Offer	N/A	N/A	\$3,000,000/ DOM 171	\$1,095,000/DOM 181
Date of Sale	N/A	03/24/2023	10/20/2022	04/05/2023
Terms (Including conditions of sale and financing terms)	There are no listings/transfers in the past 3 years.	1031 Exchange There are no other listings/transfers in the past 3 years.	Cash to New Loan There are no other listings/transfers in the past 3 years.	Cash to New Loan There are no other listings/transfers in the past 3 years.

Complete as many of the following as possible using data effective at the time of sale

Gross Annual Income	\$ 113,760	\$ 112,140	\$ 228,780	\$ 83,760
Gross Ann. Inc. Mult. (1)		10.70	12.89	11.34
Net Annual Income	\$ 81,673	\$ 77,520	\$ 138,045	\$ 52,151
Expense Percentage (2)	23% %	31 %	39 %	37 %
Overall Cap. Rate (3)	%	6.46 %	4.68 %	5.49 %
Price Per Unit	\$	\$ 240,000	\$ 173,529	\$ 190,000
Price Per Room	\$	\$ 80,000	\$ 44,697	\$ 63,333
Price Gross Bldg. Area	\$ /sq. ft. bldg. area	\$ 419.43 /sq. ft. bldg. area	\$ 203.20 /sq. ft. bldg. area	\$ 285.54 /sq. ft. bldg. area
COMMENTS	Average condition property	Average condition property	Average condition property	Average condition property
COMPARISON TO SUBJECT	8 Units	5 Units	17 Units	5 Units
VALUE INDICATORS FOR THE SUBJECT PROPERTY	Indicated Gross Income Multiplier <u>12.00</u> X Gross Annual Economic Income \$ <u>113,760</u> \$ <u>1,365,120</u>			
	Indicated Value Per Unit \$ <u>190,000.00</u> X <u>8</u> Units ----- \$ <u>1,520,000</u>			
	Indicated Value Per Room \$ <u>55,000.00</u> X <u>28</u> Rooms ----- \$ <u>1,540,000</u>			
	Indicated Value Per Sq. Ft. of Gross Bldg. Area \$ <u>350</u> X <u>4,361</u> Sq. Ft. Bldg. Area ----- \$ <u>1,526,350</u>			
	Indicated Overall Capitalization Rate ----- <u>5.5%</u>			

(1) Sale Price ÷ Gross Annual Income (2) Total Annual Expenses ÷ Total Gross Annual Income (3) Net Annual Income ÷ Price
 RECONCILIATION: All value indicators are considered reliable, with all sales having similar utility. Cap rates range from 4.6% to 6.5% for this market.

INDICATED VALUE BY MARKET APPROACH ----- \$ 1,525,000
 Rounded to ----- \$ 1,525,000

ANNUAL EXPENSE ANALYSIS

ITEM	<input checked="" type="checkbox"/> ACTUAL 2023 (yr.)	APPRAISER'S FORECAST	APPRAISER'S CALCULATIONS OR COMMENTS	
	<input type="checkbox"/> PROPOSED			
FIXED EXPENSES:				
			<input checked="" type="checkbox"/> Actual	<input type="checkbox"/> Est. Total Assessed Value \$
			% of Value	Tax Rate Per \$100 \$
1. Real Estate Taxes -----	\$ 7,417	\$ 7,417		
2. Other Taxes or Assessments -----				
3. Insurance -----	4,227	4,227		
4. Licenses -----				
5. Unsubordinated Ground Rent -----				
OPERATIONAL EXPENSES:				
6. Fuel -----	\$	\$		
7. Gas -----				
8. Electricity -----	1,783	1,800		
9. Water & Sewer -----	1,683	1,800		
10. Trash Removal -----	1,344	1,400		
11. Pest Control -----				
12. Building Maintenance & Repairs -----	574	800		
13. Interior & Exterior Decorating -----				
14. Cleaning Expenses -----				
15. Supplies -----				
16. Elevator Maintenance -----				
17. Pool Maintenance -----				
18. Parking Area Maint. & Snow Removal -----				
19. Gardening -----				
20. Nonresident Management -----		3,500		
21. Resident Manager's Salary (No. _____) -----				
22. Resident Manager's Apt. Allowance -----				
23. Custodian's Salary (No. _____) -----				
24. Custodian's Apt. Allowance -----				
25. Engineer's Salary (No. _____) -----				
26. Elevator Operator's Salary (No. _____) -----				
27. Telephone Operator's Salary (No. _____) -----				
28. Security Personnel's Salary (No. _____) -----				
29. Other Salaries (No. _____) -----				
30. Payroll Taxes -----				
31. Advertising -----				
32. Telephone -----				
33. Legal & Audit -----		500		
34. Leased Furniture -----				
35. Landscape -----	3,380	3,500		
36. NVPOA Dues -----	155	155		
REPLACEMENT RESERVES:				
37. Carpeting & Drapes -----	\$	\$		
38. Ranges & Refrigerators -----		400		
39. Dishwashers & Disposals -----				
40. Individual Heating & AC Units -----		400		
41. Roof -----		1,000		
42. -----				
TOTAL EXPENSES & REPLACEMENT RESERVES	\$ 20,563	\$ 26,899		

Comments (identify items by number): Listed expenses submitted were only minimal. Expenses were adjusted for similar size apartment/unit building dwelling expenses for the market area.

INCOME APPROACH

Total Gross Annual Economic Income (See Rent Schedule) -----		\$ 113,760
Less Forecasted Vacancy and Collection Loss ----- (5 %)		\$ (5,688)
Effective Gross Annual Income -----		\$ 108,072
Less Forecasted Annual Expenses and Replacement Reserves (23.65 % of Total Gross Annual Economic Income) -----		\$ (26,899)
Net Annual Income from Total Property -----		\$ 81,173
Less Return on and Recapture of Depreciated Value of Furnishings (\$ _____ @ _____ %)		\$ (_____)
Net Annual Income from Real Property -----		\$ 81,173

Detail clearly method and mathematics of capitalizing Net Annual Income from Real Property 81,173 / .055 = \$1,475,872 (\$1,475,000 Rounded) Cap rates range from 6.5 to 7.5 with expenses/vacancy estimated at 23%. 5.5% is utilized for this analysis based on comparable 2 as the most recent closed sale reflecting 5.49.

INDICATED VALUE BY INCOME APPROACH -----	\$ 1,475,872
Rounded to -----	\$ 1,475,000

RECONCILIATION AND VALUE CONCLUSION

Indicated Value by the Cost Approach \$
Indicated Value by the Market Approach \$ 1,525,000
Indicated Value by the Income Approach \$ 1,475,000

FINAL RECONCILIATION Equal consideration is placed on both the income approach and sales approach as they reflect the value range of investor properties in the immediate market area. Reconciliation of these two approaches supports a value of \$1,500,000 as of the date of the report.

CONDITIONS AND REQUIREMENTS OF APPRAISAL (include required repairs, replacements, painting, termite inspections, etc.):

See attached Appraisal Limiting Conditions and attached addendum pages.

VALUATION: This Appraisal is based upon the definition of Market Value, the Certification, the Contingent and Limiting Conditions, and the requirements that are stated in this report.

As a result of my investigation and analysis, my estimate of Market Value of the subject property as of 10/03/2023 is

\$ 1,500,000

Date 10/04/2023

Appraiser

Steven R Romer

If Applicable, complete the following

Date

Appraiser

Date

Supervising or

Review Appraiser

Did

Did not physically inspect property.

CERTIFICATION: The Appraiser certifies and agrees that

- 1. The Appraiser has no present or contemplated future interest in the property appraised...
2. The Appraiser has no personal interest in or bias with respect to the subject matter...
3. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct...
4. All contingent and limiting conditions are contained herein...
5. This Appraisal Report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics...
6. All conclusions and opinions concerning the real estate that are set forth in the Appraisal Report were prepared by the Appraiser whose signature appears above on this Appraisal Report...

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the Appraisal Report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

- 1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto...
2. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property...
3. The Appraiser is not required to give testimony or appear in court because of having made this Appraisal with reference to the property in question...
4. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization...
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable...
6. Information, estimates, and opinions furnished to the Appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct...
7. Disclosure of the contents of this Appraisal Report is governed by the By-laws and Regulations of the professional appraiser organizations with which the Appraiser is affiliated...
8. Neither all nor any part of the contents of this report, or copy thereof (including conclusions as to property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected) shall be used for any purposes by anyone but the client shown on Page 1 of this report...
9. On all Appraisals involving proposed construction, the Appraisal Report and value conclusion are contingent upon completion of the proposed improvements in accordance with the plans and specifications prepared by

with a last revision date of which have been initialed and dated by the Appraiser.

Subject Photo Page

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Subject Front

1199 E 9th St # 920
Sales Price N/A
Gross Building Area 4,361
Age 1940



Subject Rear



Subject Street

Interior Photos

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Unit #1191 Kitchen



Living Room



Bedroom



Bedroom



Bath



Unit #1193 Kitchen



Living Room



Bedroom



Bath



Unit #1195 Kitchen



Living Room



Bedroom



Bath



Unit #1197 Kitchen



Interior Photos

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Bedroom



Bedroom



Bath



Unit # 1199 Kitchen



Living Room



Bedroom



Bath



Unit # 920-1 Kitchen



Living Room



Bedroom



Bath



Half Bath



Unit #920-2 Kitchen



Living Room



Interior Photos

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Bedroom



Unit #920-3 Kitchen



Living Room



Bedroom



Bedroom



Bath



Electric Meter



Electric Meter



Gas Meters



A/C Unit



A/C Unit



Mailboxes



Storage Interior



Interior Photos

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Laundry Building



Back Gate



Interior Yard



Parking



Street View Opposite Side

Comparable Photo Page

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Comparable 1

377 E 7th St
 Sales Price 1,200,000
 G.B.A. 2,861
 Age/Yr. Blt. 1963



Comparable 2

1227 Esplanade
 Sales Price 2,950,000
 G.B.A. 14,518
 Age/Yr. Blt. 1964



Comparable 3

739 W 3rd St
 Sales Price 950,000
 G.B.A. 3,327
 Age/Yr. Blt. 1908

AR

Rental Photo Page

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Rental 1

739 W 3rd St
Proximity to Subj. 1.06 miles SW
GBA 3,920
Age/Year Built 1908



Rental 2

737 Pine St
Proximity to Subj. 0.24 miles SW
GBA 1,730
Age/Year Built 1925



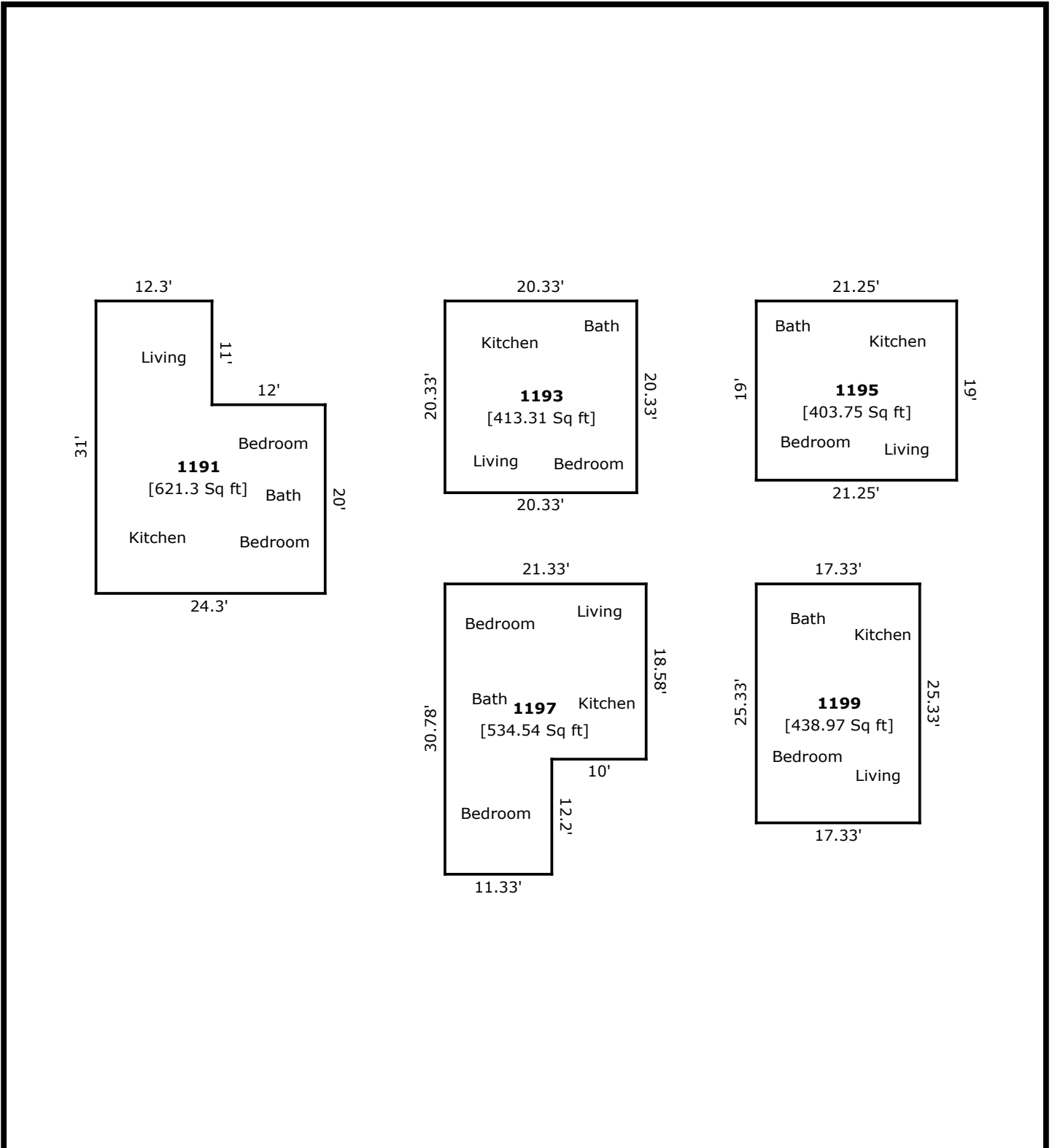
Rental 3

912 Salem St
Proximity to Subj. 0.71 miles SW
GBA 1,750
Age/Year Built 1940

AR

Building Sketch (Page - 1)

Borrower	Anthony Gentile				
Property Address	1199 E 9th St # 920				
City	Chico	County	Butte	State	CA
Lender/Client	HomeXpress Mortgage Corp				
				Zip Code	95928



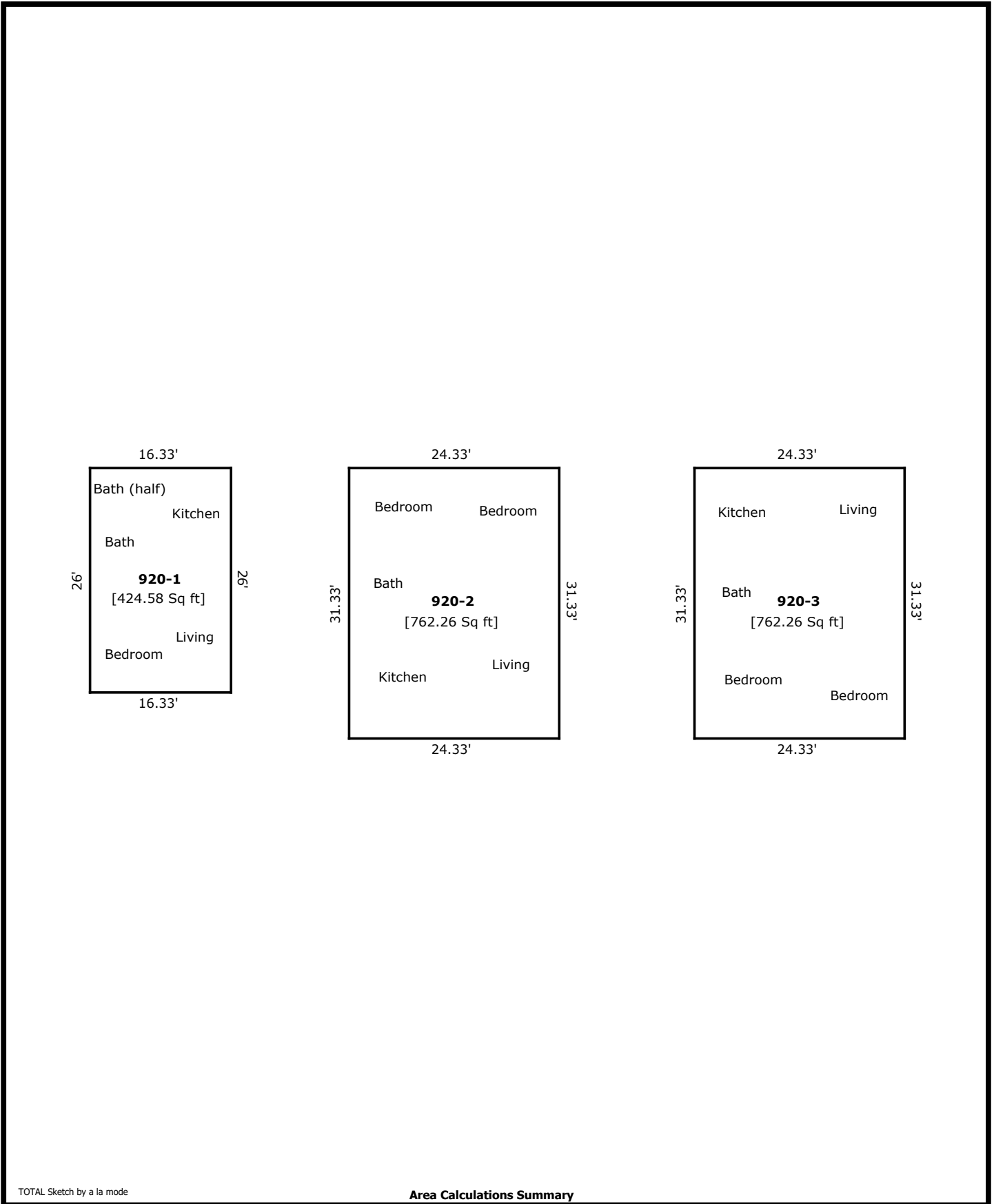
TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details
1197	534.54 Sq ft	$11.33 \times 12.2 = 138.23$ $18.58 \times 21.33 = 396.31$
1199	438.97 Sq ft	$25.33 \times 17.33 = 438.97$
1195	403.75 Sq ft	$19 \times 21.25 = 403.75$
1191	621.3 Sq ft	$12.3 \times 11 = 135.3$ $20 \times 24.3 = 486$
1193	413.31 Sq ft	$20.33 \times 20.33 = 413.31$
Total Living Area (Rounded):	2412 Sq ft	

Building Sketch (Page - 2)

Borrower	Anthony Gentile				
Property Address	1199 E 9th St # 920				
City	Chico	County	Butte	State	CA
Lender/Client	HomeXpress Mortgage Corp				
				Zip Code	95928



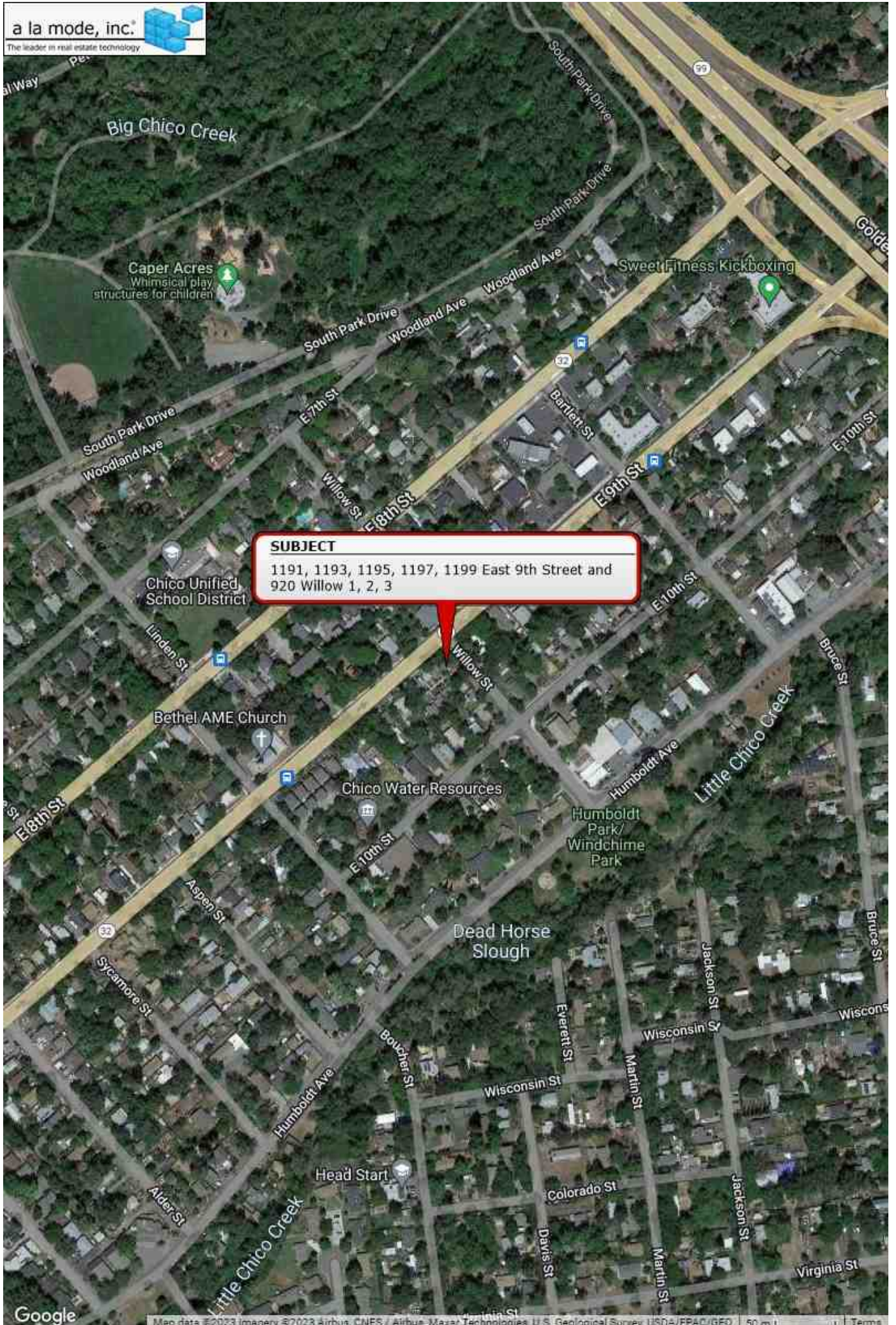
TOTAL Sketch by a la mode

Area Calculations Summary

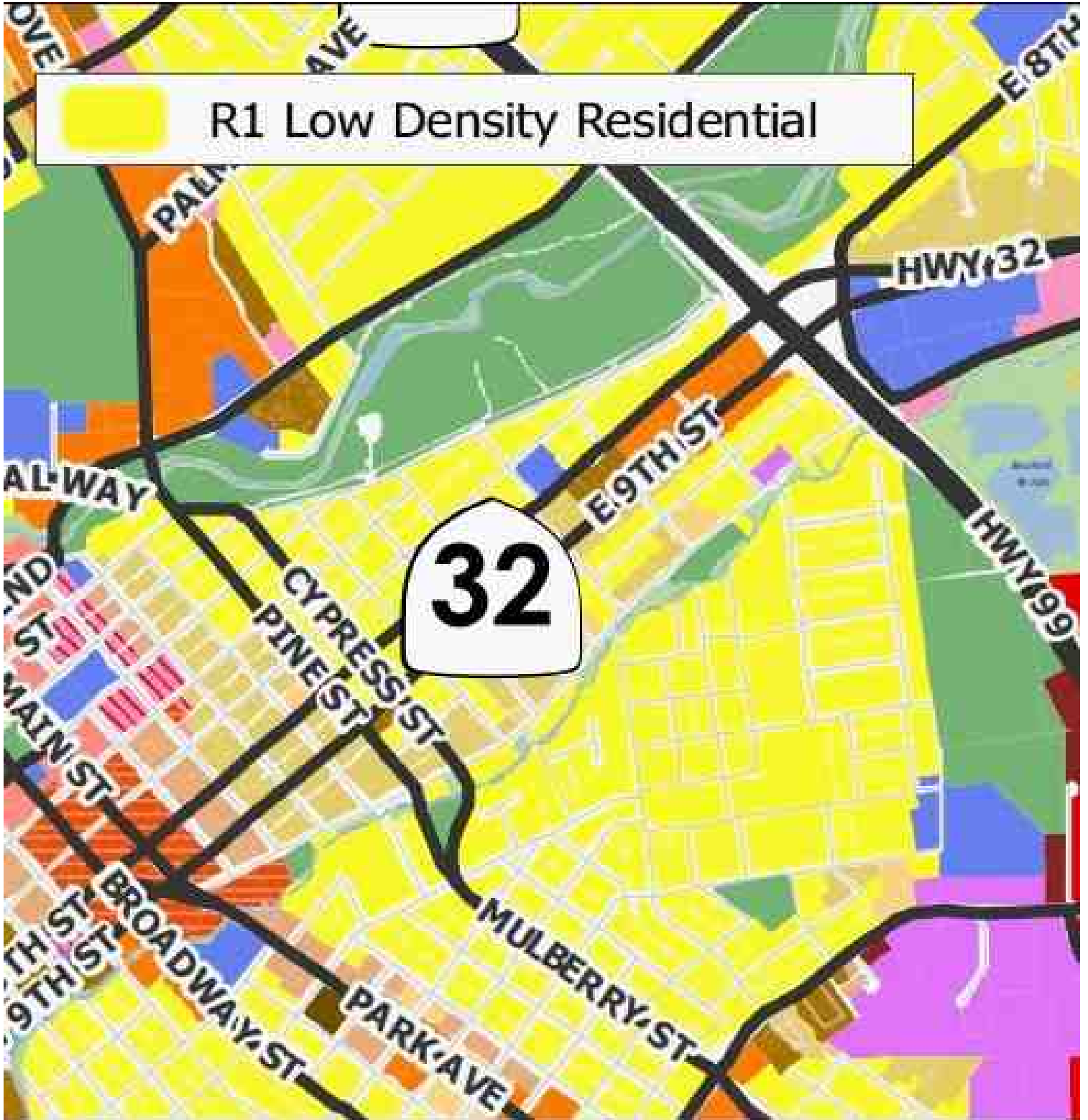
Living Area	Calculation Details	
920-3	762.26 Sq ft	$31.33 \times 24.33 = 762.26$
920-1	424.58 Sq ft	$16.33 \times 26 = 424.58$
920-2	762.26 Sq ft	$31.33 \times 24.33 = 762.26$
Total Living Area (Rounded):	1949 Sq ft	

Aerial Map

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						



Zoning Map



Borrower	Anthony Gentile	File No. 239-01313
Property Address	1199 E 9th St # 920	
City	Chico	County Butte
		State CA Zip Code 95928
Lender/Client	HomeXpress Mortgage Corp	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 9-12 months

Comments on Appraisal and Report Identification

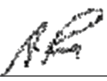
Note any USPAP-related issues requiring disclosure and any state mandated requirements:

FIRREA - "I performed this appraisal in accordance with the requirements of Title X1 323.4 Minimum appraisal standards of the Financial Institution Reform, Recovery and Enforcement Act of 1989, (12 U.S.C. 331 et seq.), and implementing regulations."

I have performed no services as an appraiser for the subject within the three-year period immediately preceding the acceptance of this assignment.

Three-year sale history: There are no other listings/transfers within the past three years.

APPRAISER:

Signature: 
 Name: Steven R Romer
Certified General Appraiser
 State Certification #: 3007898
 or State License #: _____
 State: CA Expiration Date of Certification or License: 08/31/2024
 Date of Signature and Report: 10/04/2023
 Effective Date of Appraisal: 10/03/2023
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 10/03/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Inter Exterior-Only
 Date of Inspection (if applicable): _____ AR

Supplemental Addendum

File No. 239-01313

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						

COVID 19:

THE WORLD HEALTH ORGANIZATION DECLARED THE NOVEL CORONA VIRUS (COVID-19) A GLOBAL PANDEMIC MARCH 11, 2020. THE INFLUENCE COVID-19 HAS AND WILL HAVE, ON CAPITAL MARKETS, REAL ESTATE IN GENERAL, AND THE ASSET/SUBJECT PROPERTY BEING ANALYZED IS CURRENTLY UNKNOWN AND WILL LARGELY DEPEND ON THE SCALE AND DURATION OF THE OUTBREAK, UNDER THESE CURRENT CONDITIONS, IT IS PARTICULARLY DIFFICULT TO QUANTIFY AND ASSESS THE INFLUENCE ON MARKET VALUE(S).

IMPORTANTLY, THE APPRAISAL AND OUR REVIEW ARE BASED ON THE INFORMATION AVAILABLE AS OF THE CURRENT EFFECTIVE DATE OF VALUATION. CHANGES IN THE PHYSICAL STATUS OF THE SUBJECT PROPERTY, INCOME AND EXPENSES, INVESTMENT CRITERIA, AVAILABILITY OF FINANCING AND OVERALL MARKET CONDITIONS MAY CHANGE RAPIDLY AND MATERIALLY FOR THE FORESEEABLE FUTURE AND PERHAPS LONGER. WE RECOMMEND ONGOING MONITORING OF COVID-19 MARKET TRENDS AND POTENTIAL IMPACTS ON MARKET CONDITIONS AND MARKET VALUE(S).

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

A summary appraisal report is specific to the needs of the client and specific to the purpose of the appraisal as stated below. Only a summary discussion of the data, reasoning and analysis that were used in the appraisal process are presented and supporting documentation is retained in the appraisers data file and office resources. This appraisal is for the stated lender/client only and appraiser is not responsible for unauthorized use of this report.

PURPOSE OF APPRAISAL:

The purpose of this report is to present reasonable support for an opinion of the current probable fee simple interest as of the date of the appraisal. The intended use of this appraisal is for loan security evaluation by the lending community in a credit or lending decision. Appraisal is not a guarantee or assurance of resale value.

INTENDED USER:

The intended user of this appraisal report is the lender/client as noted in the "client" box on page one and subsequent pages. The intended user use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction. Subject to the stated scope of work, purpose of the appraisal, Reporting requirements of this appraisal report form and the definition of market value. No additional intended users are identified by the appraiser. This report is restricted to the use of this intended user. Report is not transferable to any other users. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and only with the proper written qualification and only in its entirety. It is invalid if utilized by, or relied upon by any other party other than the named lender/client.

ENVIRONMENTAL CONDITIONS:

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions.

The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of the inquiries about the subject property did not develop ant information that indicated any apparent hazardous substances or detrimental environmental conditions which would affect the property negatively.

DIGITAL SIGNATURE:

This appraisal has been signed by a digital signature secured by a password and cannot be altered. Electric signatures are approved and acceptable by all major banks and lending institutes. Photographs in this appraisal are original digital images which were not altered or modified in any form, as to mislead the reader of this report.

SCOPE OF PROPERTY INSPECTION:

Inspection of the subject property is for the purpose of reporting and analyzing readily observable physical characteristics, conditions and materials related to the valuation of the property in the marketplace and comparing these to market data and comparable sales to develop an opinion of value. The appraiser is not a building inspector, home inspector, contractor, hazardous materials specialist or other qualified inspector of potential hazards or defects. Unless otherwise noted in this report the subject property appears to be within the normal parameters of physical condition, quality and marketability as found to be acceptable in the market area. Hidden geological, structural and physical conditions or potentially hazardous materials may be present on the subject property that may have an effect on the marketability of the subject and that could affect value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover such potential defects. The client is urged to retain the services of a qualified professional in the appropriate field for any areas of concern by any of the parties or professionals involved in this transaction. Data utilized in the preparation of this report and value conclusion are obtained from drive by or walk thru inspections where applicable and available, public records, MLS, appraisers files and principals involved in the transactions. **Matters of unknown as noted above can be present on older homes, remodeled homes or newly constructed homes and the age of the property should not be relied upon as a indicator of any potential hidden defects.**

Appraisers opinion of condition of property is based on comparison to similar properties in the market area and market acceptance of such conditions. No apparent defects were noted at the time of appraisal and none were disclosed to the appraiser by the owner, buyer, agent or other parties involved in the transaction. Home should be inspected by a qualified inspector to satisfy any questions regarding code compliance and structural, mechanical, electrical and other parts of the property as deemed necessary by the potential user of the report or principal in the subject property.

FLOORPLAN AND LIVING AREA CALCULATIONS:

Square footage is measured from the exterior perimeter walls and rounded to the nearest foot as is the industry standard for the market area and similar to available data for comparable properties. Sketch is intended to provide estimate of living area, reference of floorplan and functional utility only for the purposes of confirming lender collateral. Actual heated area is significantly less when measured from interior walls and client is advised to obtain this type of measurement from appropriate professionals if so desired.

Supplemental Addendum

File No. 239-01313

Borrower	Anthony Gentile						
Property Address	1199 E 9th St # 920						
City	Chico	County	Butte	State	CA	Zip Code	95928
Lender/Client	HomeXpress Mortgage Corp						

PERSONAL PROPERTY:

Identifiable portable and tangible objects that are considered by the general public as being "personal" - e.g. furnishings, artwork, collectibles. For properties with commercial use, FF&E has not been considered or included in the valuation of the real property and is not part of any value conclusion.

DATA SOURCE:

The data source for all building information and financial statements is the client. This information is assumed to be current and accurate as of the effective date of this appraisal. If this information is proven to be inaccurate, incomplete, or significantly incorrect, the estimated value stated herein is declared null and void. Typical marketing time is three to six months for one to four family properties similar to the subject property, Typical exposure time is estimated to be similar to the market time. Rental demand is stable.

HIGHEST AND BEST USE:

The subject was found to meet test criteria of optimal physical use, legality of use, financial feasibility, and maximally productive in its use. The highest and best use is, therefore, its current use. The highest and best use of the real estate was considered based on the zoning, lot size and usage, and neighborhood make up. It did not warrant an extensive study, but was based on historic data and neighborhood evidence as the improvements contribute to value and exceed the underlying land value.

• 71A: Zoning Classification

R-6 Residential District Low density rowhouse neighborhoods.

Landscaped front yards, setback buildings.

Accommodates detached and semi-detached

dwellings, rowhouse developments and multifamily developments. Limited non-residential uses.

Per the assessor data the current use is "Multifamily".

COMMENT ON COST APPROACH:

Development of the cost approach has not attempted by the appraisers an analysis to support their opinion of the property market's value due to the age of the property and lack of land sales. There is insufficient market evidence to credibility support the site value/derivation of total appreciation, the cost approach is not given any consideration in the final analysis and is not utilized by market participants in this market segment.



P : (949)-676-0111 E : info@fastapp.com

Order Information

Order Type:	Commercial Appraisal	Order Number:	239-01313
Property Address:	1191, 1193, 1195, 1197, 1199 East 9th Street and 920 Willow 1, 2, 3 Chico CA 95928 (Additional Resources)	Property County:	Butte
Order Priority:	Normal		
Legal Description:	N/A	Transaction Type:	Business Loan
Order Due Date:	10/4/2023		
Lender on Report:	HomeXpress Mortgage Corp		
Lender Address:	15641 Red Hill Avenue #205 Tustin CA 92780		
Vendor:	STEVEN R ROMER	Assigned On:	9/20/2023 2:06:18 PM
Product:	Commercial - 71A		
Company Name:	N/A	Contact Person:	N/A
Contact Home Phone:	N/A	Contact Work Phone:	N/A
Contact Cell Phone:	N/A		
Valuation Effective Type:	N/A	Interest Valued:	N/A
Real Estate Valued:	N/A		
Appraisal Category:	Categorized Loan	Appraisal Purpose:	Cash-out Refinance
Order Assignment Expiration Time:	9/21/2023 12:05:42 PM (Eastern Standard Time)		
Loan Type:	Refinance	Loan Number:	2000024542
Access Info:	Call Anthony @ 5622774016		
Contact Person:	Borrower		
AMC Reg. Number:	3007498		

Fee Details

Product:	Commercial - 71A
Total Vendor's Fee:	2000.00

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Net Vendor's Fee: 2000.00

Borrower Information

Borrower Name: Anthony Gentile

Phone: N/A

Work Phone: N/A

Cell Phone: (562) 277-4016

Borrower Email: avgil56@gmail.com

Fastapp Inc. Instructions

Appraiser Standard Terms of Engagement for Commercial Orders

Fastapp, Inc. | Appraisal Management | www.fastapp.com | info@fastapp.com | (949)676-0111

USPAP

The appraisal work to be performed by you shall be in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and any other applicable state and federal regulations. The specific scope of work, including the property type and purpose of the appraisal, will be communicated to you on a project-by-project basis.

Appraiser Independence Requirements (AIR)

You agree to comply with the Appraiser Independence Requirements (AIR) when performing appraisal work for our clients. The AIR is intended to promote and maintain independence, objectivity, and impartiality in the appraisal process. You agree to ensure that your appraisal work is free from any conflicts of interest, and that you have no direct or indirect interest in the property or transaction being appraised. You also agree to disclose any potential conflicts of interest that may arise during the course of the engagement. Report any attempt to influence your analysis or conclusions that might constitute a violation of AIR to Fastapp at info@fastapp.com

Timelines

All appraisal work shall be completed within the agreed-upon timelines for each project. You shall keep us informed of any delays or unforeseen circumstances that may affect the completion of the work. If the appraisal work is not completed within the agreed-upon timelines, we may terminate the engagement and refuse to pay for any work performed after the deadline.

Fee

The AMC shall pay you directly for the appraisal work performed by you, and you shall not accept payment from any other party in connection with the appraisal work. The fees for your services shall be negotiated and agreed upon on a project-by-project basis. Any fees or costs associated with the appraisal work that are outside of the originally agreed-upon scope of work will be subject to additional negotiation with the AMC.

Customer Information

Any and all information disclosed by the client to us relating in any way to customers of the client ("Customer Information") shall be deemed confidential information. Customer Information shall consist of all material information, whether or not marked as confidential, that we receive from the client or from any other source on the client behalf, whether written, verbal, magnetic, electronic, or in any other form. Customer Information shall consist of all the client customer-related information that would permit identification of the customer traceable to the customer's account information, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. 6801 and 6805) as it may be

amended, any regulation promulgated there under and any other Customer Information protected by applicable state law. We shall not use Customer Information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer Information to any third party person without the prior consent of the Bank. We shall not make Customer Information available to any employees, contractors, or agents, except those with a need to know. We agree to implement appropriate measures to ensure the security or integrity of the Customer Information and protecting against unauthorized access to or use of the Customer Information that could result in substantial harm or inconvenience of any customer of the client.

E&O Insurance

The appraiser must have a valid Errors and Omission insurance policy as of the effective date of the appraisal report to accept this assignment. Failure to abide by Fastapp's Errors and Omission insurance policy will result in the forfeiture of all agreed upon fees to be paid for this assignment.

It is the Appraiser's responsibility to ensure that their insurance coverage is adequate and appropriate for the types of appraisal services they are providing, and to verify that any exclusions or limitations in their coverage do not conflict with the terms and conditions of this engagement or any applicable laws or regulations. The Appraiser shall provide evidence of such coverage upon request.

Fastapp Payments to Appraisers:

Fastapp will issue payment to the Appraiser for completed appraisals in a timely manner and our pay terms adhere to state requirements. Payment will be made electronically via direct deposit, using our payment processing team at "CHERRY". You will receive an email with the deposit instructions once the payment is sent out.

If the Appraiser has any questions regarding payment, they can contact Fastapp at info@fastapp.com or CHERRY's customer support at customersupport@cherrynet.com.

If the Appraiser does not wish to receive electronic payments, they must notify Fastapp at info@fastapp.com and a paper check will be mailed. Please ensure that your mailing address is up-to-date in your profile.

Please note that Fastapp is not responsible for any delay in payment due to incorrect or outdated payment information or failure to update the Appraiser's profile information in a timely manner. The Appraiser is responsible for ensuring that their payment information is accurate and up-to-date.

Valuelink AMC Platform

There are two ways to access and interact with Fastapp's appraisal orders.

Fastapp Portal

This is a direct login to the Fastapp AMC portal. If you need assistance with usernames/passwords, profiles updates, etc. please reach out to info@fastapp.com or call 949.676.0111

Valuelink Connect

Valuelink connect is a hub developed by Valuelink where you can manage one profile that links to multiple AMC's not just Fastapps. Its a Single dashboard for all orders within the Valuelink platform.

Through either platform, you can view a list of your assigned orders, including important information such as order status, order number, property address, and due date. In addition, you can update your profile to include your standard fees, coverage area, and other relevant information. You can also upload documents such as your professional liability insurance (E&O), license, W-9 form, resume, background check, and sample reports directly to

Letter of Engagement - Page 4

the platform. This makes it easy for us to keep your information up-to-date and ensure that you are eligible to work on appraisal orders for Fastapp.

Thank you for your commitment to providing high-quality appraisals. If you have any questions or concerns, please do not hesitate to reach out to us.

Fastapp, Inc. | Appraisal Management | www.fastapp.com | info@fastapp.com | (949)676-0111

ACKNOWLEDGED AND AGREED:

Vendor: STEVEN R ROMER
Date: 9/20/2023 2:34:27 PM

County Info

Alyssa Douglass, County Assessor

Property Address: 1191 E 9TH ST CHICO CA 95928-5800

General Information

Parcel # (APN): **004-332-009-000** [Open Map](#)
Owner: See Full Detail
Mailing Address: **2270 N LINDO AVE CHICO CA 95973**
Legal Description: **1191 1193 1195 1197 & 1199 E 9TH ST**
Use Type: **RESID. MULTIPLE FAMILY**
Tax Rate Area: **002-430**
Value Notice: [Open](#)

Assessment

Total Value:	\$551,734	Year Assd:	2023
Land:	\$200,791	Zoning:	See Full Detail
Structures:	\$348,943	Use Code:	See Full Detail
Other:	\$2,000	Census Tract:	See Full Detail
% Improved:	See Full Detail	Price/SqFt:	See Full Detail
Exempt Amt:			
HO Exempt:	N		



Full Detail \$14.95 [Add to Cart](#)

PLEASE NOTE: If a field is empty on this page, there is no data available, and the field will also be empty on the Full Detail property report.

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	04/21/2017	See Full Detail	See Full Detail	See Full Detail
Document Number:	2017R0013914	See Full Detail	See Full Detail	See Full Detail
Document Type:	See Full Detail	See Full Detail	See Full Detail	See Full Detail
Transfer Amount:	\$410,000	See Full Detail	See Full Detail	
Seller (Grantor):	See Full Detail			

Property Characteristics

Bedrooms:	10	Fireplace:		Units:	See Full Detail
Baths (Full):	7	A/C:		Stories:	See Full Detail
Baths (Half):		Heating:		Quality:	See Full Detail
Total Rooms:	See Full Detail	Pool:	See Full Detail	Building Class:	See Full Detail
Bldg/Liv Area:	3,533	Park Type:		Condition:	
Lot Acres:	0.430	Spaces:		Site Influence:	
Lot SqFt:	18,730	Garage SqFt:		Timber Preserve:	
Year Built:	1940			Ag Preserve:	
Effective Year:	See Full Detail				

**The information provided here is deemed reliable, but is not guaranteed.

[Additional reports on this property](#) ▶

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 14507-7034514
Page Number: 1



First American Title™

First American Title Company

1010 White Rock Road, Ste 300
El Dorado Hills, CA 95762

California Department of Insurance License No. 2549-4

Escrow Officer: Deborah Zsoka
Phone: (916)605-2740
Fax No.: (866)320-4278
E-Mail: Dzsoka@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Borrower: Anthony V. Gentile
Property: 1191 East 9th Street
Chico, CA 95928

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title
Page 1 of 10

Title Documents - Page 2

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Page Number: 2

Dated as of August 30, 2023 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

ANTHONY V. GENTILE, II AND AMBER A. GENTILE, HUSBAND AND WIFE AS JOINT TENANTS

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. All taxes - secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
5. The terms and provisions contained in the document entitled "Ordinance No. 2110 of the City Council of the City of Chico amending Ordinance No. 1968 approving and adopting the Redevelopment Plan for the Greater Chico Urban Area Redevelopment Project", recorded July 24, 1996, Serial No. 96-27513.

Notice of Adoption of an Amendment to the Redevelopment Plan for the Greater Chico Urban Area Redevelopment Project, recorded October 11, 2004, Serial No. 2004-0062586.

First American Title
Page 2 of 10

Title Documents - Page 3

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6. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
7. Rights of parties in possession.

First American Title
Page 3 of 10

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) MULTI FAMILY RESIDENCE known as 1191 East 9th Street, Chico, CA.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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LEGAL DESCRIPTION

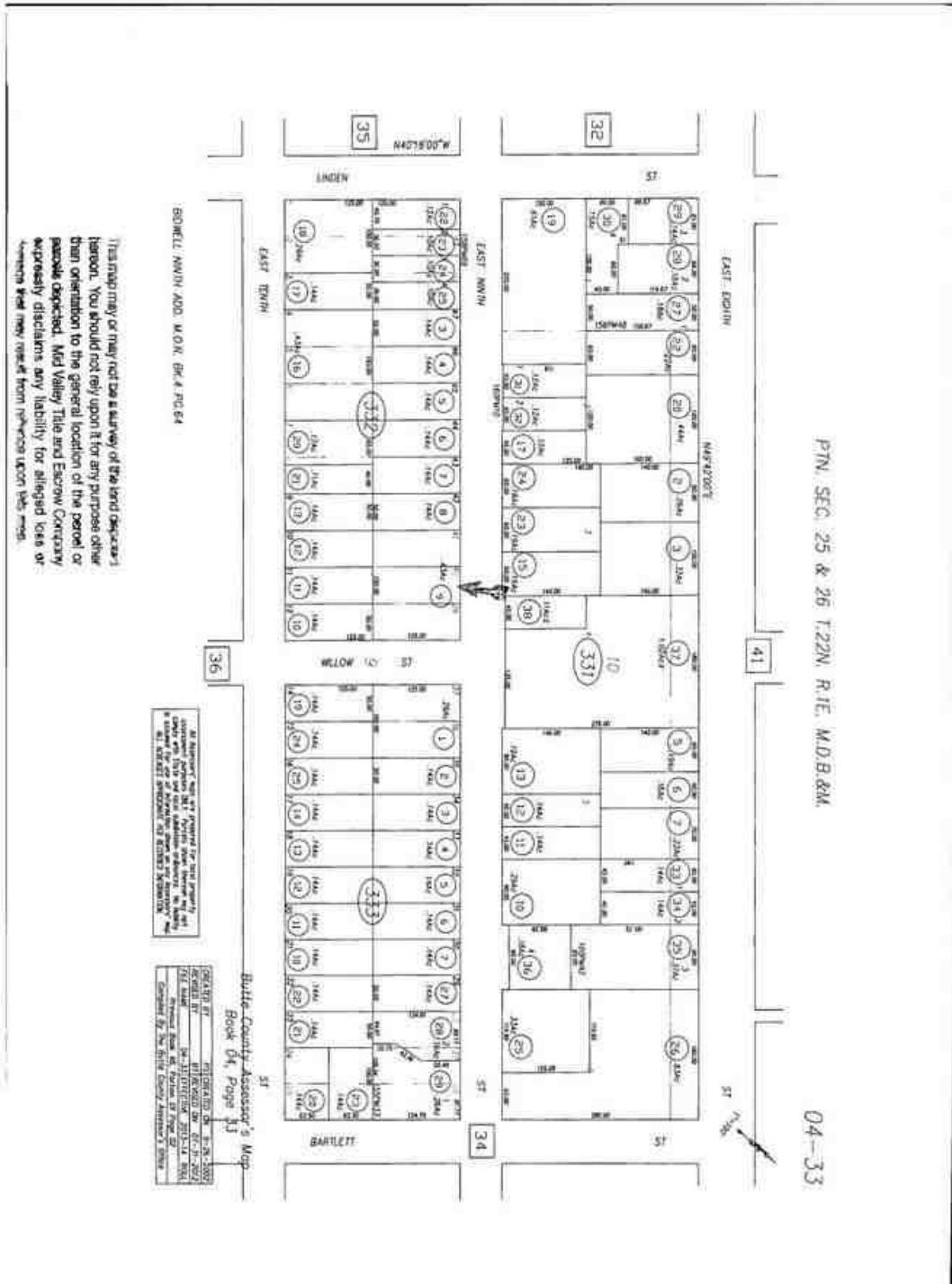
Real property in the City of Chico, County of Butte, State of California, described as follows:

LOTS 39, 40, AND 41 IN BLOCK 9, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE NINTH ADDITION OF THE JOHN BIDWELL RANCHO", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 14, 1904, IN BOOK 4 OF MAPS, AT PAGE(S) 64.

APN: 004-332-009-000

First American Title
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This map may or may not be a survey of the land described hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcel depicted. Mid Valley Title and Escrow Company expressly disclaims any liability for alleged loss or damage that may result from reliance upon this map.

Map prepared by Mid Valley Title and Escrow Company, 1500 W. 10th Street, Suite 100, Midvale, UT 84049. All rights reserved. No part of this map may be reproduced without the written permission of Mid Valley Title and Escrow Company.

Butte County Assessor's Map
Book 04, Page 11

AR

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NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

First American Title
Page 7 of 10

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the exceptions from coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

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uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Rent Roll

APARTMENT RENT ROLL

PROPERTY ADDRESS: 1191-1199 E 9th Street / 920 Willow, Chico, CA 95928

Apt#	Tenant's Name	Bdr/Ba	Approx Sq Feet	Current Rent	Moved In	Date Last Rent Increase	Furn/Vac	Sect 8	Rent Concessions Additional note
9th STREET									
1191	Noah Gerbecks	2 - 1.0	610	\$1,290	Jul-23	Jul-23	vac	no	no \$60 Storage
	Elizabeth Gentile								
1193	Augustine Espino	1 - 1.0	500	\$950	Sep-19	Sep-19	vac	no	no
1195	Alder Valdovinos	1 - 1.0	500	\$975	Feb-23	Feb-23	vac	no	no
1197	Anthony Martinez	2 - 1.0	600	\$1,185	Feb-23	Feb-23	vac	no	no \$80 Storage
	Ben Martinez								
1199	Travis Doop	1 - 1.0	500	\$925	Apr-18	Sep-20	vac	no	no \$50 Storage
920 WILLOW									
1	Debbie Previtali	1 - 1.5	500	\$1,025	May-23	May-23	vac	no	
2	Tim McLean	2 1.0	610	\$1,350	May-19	May-19	vac	no	no \$70 Storage
3	Crisma Albarron	2 1.0	610	\$1,250	Sep-18	Sep-18	vac	no	no \$50 Storage
				\$8,950					

Gross Monthly Income Must be completed

Monthly Rent Schedule \$8,950.-- What utilities are included in rent? Water Gas Electricity

Monthly Laundry Income \$220.-- Heat Garb Cable TV

Monthly Storage Income \$310.-- Is the property subject to rent control? Yes No

If yes, what is the current allowable increase per year? NA

Gross Monthly Income \$ 9,480

I have personally prepared or reviewed the information herein or on the attached and certify that it is true and correct:

Anthony V. Gentile II 09/18/23
 Borrower Date

Agreement To Rent Or Lease

This Agreement is made and entered into between Anthony Gentile, hereinafter "Owner/Agent" and (names of all adult Residents and names and ages of minors to reside on the premises):

- Resident Noah Gerbecks (DOB) 03/08/1998
- Resident Elizabeth Gentile (DOB) 02/24/1998
- Resident _____ (DOB) _____
- Resident _____ (DOB) _____
- Resident _____ (DOB) _____
- Resident _____ (DOB) _____

hereinafter "Resident." The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner/Agent rents to Resident, and Resident rents from Owner/Agent, for residential purposes only, the premises known as: 1191 East 9th St. Unit # _____ (If applicable) in the City of Chico State of California CA

Property Exempt from California Tenant Protection Act of 2019

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

Property Subject to the California Tenant Protection Act of 2019

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

Owner/Agent reserves the right to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the residential real property.

Owner/Agent and Resident mutually agree as follows:

1. **TERM.** The term of the rental shall begin on March 1, 2023 and shall continue as follows subject to the payment of rent for one month and the security deposit: (check one)

- Fixed term Lease expiring on February 28, 2024 (the expiration date).
Renewal of the term shall be as described above the signature line on page 8 (A Fixed Term Lease).
- On a month-to-month basis, the residency terminable by either Owner/Agent or Resident giving the appropriate written notice to the other.

2. **RENT.** Resident shall pay to Owner/Agent the Monthly base rent of \$ 1,290 in advance on or before the first or (____) day of each month without deduction or offset. On signing this Agreement Resident shall pay one full month's rent in the form of a certified check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date. Resident agrees to pay rent at the management office or at such other place as Owner/Agent may designate: Zelle, Venmo, / P.O Box 41784, Long Beach, CA 90853 (address)

If Resident submits payment of rent to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments may be tendered by [check all applicable] check, certified cashier's check, electronic payment or fund, money order, or cash. All monies paid are applied to the oldest outstanding balances first. Owner/Agent may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.



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3. SECURITY DEPOSIT. On signing this Agreement, Resident shall pay to Owner/Agent the sum of \$ 1,290.00 as a deposit to secure Resident's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner/Agent shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner/Agent. Owner/Agent may withhold that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, professional carpet cleaning, but exclusive of ordinary wear and tear, and (c) to remove trash, clean the premises and return the home to the same level of cleanliness it was in at the inception of the tenancy, as provided by law. Any unused portion of this deposit shall be returned to Resident without interest, according to law.

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

4. UTILITIES. Resident shall pay for all utilities, services and charges, except Water, Trash
If tenant is responsible for utilities, they will be required to show evidence that the bill is in their name prior to or on move-in date.

5. OCCUPANCY. Resident agrees that the premises are to be used as a private residence for Residents listed herein, for a total of 2 adults and 0 minors and by no other persons and for no other reason. Guests may not stay more than ten days in any six month period without the prior written consent of the Owner/Agent.

6. LATE CHARGE / RETURNED CHECKS. Resident acknowledges that Owner/Agent will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$ 75 as additional rent. If Owner/Agent elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner/Agent does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$ 35 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner/Agent may require future payments to be in a form other than a personal check in the event of a returned check.

7. FLOOD ZONE. The owner:
a. Has actual knowledge that the property is in a flood hazard zone.
b. Does not have actual knowledge that the property is in a flood hazard zone.
c. Owner further discloses: 1) that the tenant 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.caoes.ca.gov>, 2) that the owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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, and 3) that the owner is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to Cal. Government Code § 8589.45 is deemed adequate to inform the tenant.

8. ACCEPTANCE OF PREMISES. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Resident shall notify Owner/Agent immediately at the time of move-in if there are any exceptions.

9. POSSESSION OF PREMISES. In the event Owner/Agent is unable to deliver possession of the premises to Resident for any reason, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner.

10. PETS / WATER FILLED FURNITURE / OUTDOOR FURNITURE. No animal, pet, antennas/satellite dishes or water filled furniture shall be kept on or about the premises without the prior written consent of the Owner/Agent. No resident/guest shall place, use, keep, or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises.

11. SECURITY. Resident acknowledges that Owner/Agent has made no representation that the property is a "secure" premises, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the appropriate law enforcement any suspicious activities, persons or events occurring on or about the general premises.



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12. QUIET ENJOYMENT / USE. All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law, ordinance, regulation, or commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident/neighbor, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner/Agent may take legal action to terminate the Agreement and remove Resident. Resident shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises.

13. JOINT AND SEVERAL LIABILITY (CO-RESIDENT). If more than one Resident enters into this Agreement, the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remains in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.

14. RESIDENT OBLIGATIONS. Resident shall, at the Resident's sole expense, keep the premises clean, in good order and repair, free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material, including proper water and maintenance of landscaping of rented premises, if applicable. Resident shall immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner/Agent for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner/Agent's prior written consent.

15. RIGHT OF ENTRY. Owner/Agent shall have the right to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner/Agent shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner/Agent free and harmless for such entry.

16. VEHICLES AND PARKING. Owner/Agent reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises without prior written consent from Owner/Agent. Vehicles must be free of any leaking fluids, operable, and currently insured for public liability/property damage, and registered. Total number of vehicles allowed on premises: 2 street parking

17. SUBLEASING / ASSIGNMENT. Resident shall not sublease or enter into any short term rental of any part of the premises or assign this Agreement without the prior written consent of Owner/Agent. Any such action, without prior written consent, is void.

18. PEST CONTROL. Upon demand or notice by Owner/Agent, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to, and actually does, vacate the premises.

19. LIABILITY / INDEMNITY. Except for Owner's gross negligence or willful misconduct, Resident shall indemnify, protect, defend and hold harmless the Premises, Owner and its agents, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines, levies, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Resident and/or guests and invitees of Resident. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Resident shall upon notice defend the same at Resident's expense by counsel reasonably satisfactory to Owner, and Owner shall cooperate with Resident in such defense. Owner need not have paid any such claim in order to be defended or indemnified. To the extent allowed by law, Resident assumes all risk of harm resulting from the use of any health and/or Recreation facilities, and such other non-core amenities that may be provided by Owner and/or Owner's agents. Resident assumes all risk of harm resulting from the use of said facilities and waives all claims against Owner and Owner's agents arising from or relating to the use of said facilities for the participation in such activities and programs by Resident and his or her guests, even if caused by Owner or Owner's agent's negligence or gross negligence. The use of said facilities shall be at the sole risk of Resident and his or her guests. Resident expressly absolves Owner from any and all liability for any loss or



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damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this agreement continuing in full force and effect, or (2) give notice to Resident of termination of this agreement. Resident expressly agrees to accept financial responsibility for damage to Owner's property from water, fire and/or other casualty caused by Resident's intentional act or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Resident's and the Owner's property caused by the intentional or negligent acts of the Resident or a third party. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

20. TERMINATION: CLEANING / REPAIRS. Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Owner/Agent shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner/Agent's discretion to restore the premises to **Owner/Agent's standards for new occupancy**. The costs incurred by Owner/Agent for such services shall be deducted from Resident's security deposit. If Owner/Agent is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Owner/Agent any additional sums necessary to pay all such charges in full.

21. RULES AND REGULATIONS. Resident acknowledges receipt of and has read a copy of the apartment Rules and Regulations, if any. If there are any Apartment Rules and Regulations, they are hereby incorporated into this Agreement by this reference. Owner/Agent may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC&R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this agreement. Resident shall comply with any valid order of the Association and shall pay to Owner/Agent any charge assessed by reason of Resident's conduct.

22. SMOKE AND CARBON MONOXIDE DETECTION DEVICES. The premises are equipped with smoke and carbon monoxide detection devices as may be required by law, and: (a) Resident acknowledges the devices were tested and their operation explained by owner/agent, in the presence of Resident, at time of initial occupancy, and the detectors in the unit were working properly at the time, (b) Resident shall test the devices at least once a week to determine if the devices are operating properly, and immediately inform the Owner/Agent, in writing, of any malfunction.

23. CANNABIS DISCLOSURE

- 1. Resident has my permission to grow marijuana subject to the following terms and conditions:
 - A. Resident(s) must comply with all law, ordinances and regulations pertaining to marijuana cultivation;
 - B. Resident(s) is responsible to obtain any permits required in order to cultivate marijuana;
 - C. Resident(s) must pay for any and all permit fees required; and,
 - D. Resident(s) must pay for any damage to the premises resulting from the cultivation of marijuana on the premises.
- 2. Does not have my permission to grow marijuana at the rented premises during their tenancy.

24. BED BUG DISCLOSURE

California Civil Code section 1954.603 provides prospective and current tenants with the following information:

What do Bed Bugs Look Like?

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

On average, a bed bug lives for about ten 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. 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

You may be dealing with a bed bug infestation if you notice one or more of the following:

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

Resident Responsibilities

This provision defines Resident's responsibilities under the rental/lease agreement regarding bed bug control. By signing this provision, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no and were no bed bugs present in the Premises at the time of Resident's move-in.

Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for bed bugs and do not contain any bed bugs. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of bed bugs. If Resident detects that any personal property of Resident may have bed bugs, Resident promises not to bring that property into the Premises. Resident agrees to do his/her part to ensure bed bugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought into the Premises for bed bugs; checking all luggage, clothing and other personal belongings for bed bugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bed bugs. In addition, Resident agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no bed bugs were brought on the Premises by guests.

Resident agrees to report any sighting or signs of bed bugs immediately in writing to Owner/Agent. Since bed bugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report any bed bug sightings or signs immediately.

Resident agrees to cooperate in every way with Owner/Agent's requests regarding bed bug inspection and control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding inspections, detection and treatment of bed bugs and the control and removal of personal property as requested by Owner/Agent and any Pest Control company retained by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for bed bug control where necessary. This bed bug control preparation can be extensive, and may include items such as special cleaning or washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Resident understands this preparation may be onerous, but agrees to comply with the instructions for bed bug preparation if requested by Owner/Agent or Pest Control company retained by Owner/Agent.

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises, including Resident's failure to reasonably take said precautions to control bed bugs and/or Resident's negligent actions regarding bed bug control.

It is acknowledged that the Owner/Agent shall not be liable for any loss or damage suffered by Resident and/or a guest resulting from an infestation of bed bugs. Resident hereby promises to procure the necessary insurance policies necessary to protect themselves against such potential claims for loss or damages.

How to Report Suspected Bed Bug Infestations

As soon as you reasonably suspect that a bed bug problem exists in your rental premises or in common areas, report the matter, in writing, immediately to the Owner/Agent. Please understand that California law requires tenants to cooperate with professional eradication efforts: "Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator." (Calif. Civil Code § 1954.604.) For more information, see the Internet websites of the United States Environmental Protection Agency and the National Pest Management Association.



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25. HAZARDOUS WASTE DISCLOSURE

Any material or substance designated as hazardous by federal or local standards is absolutely prohibited in trash receptacles or containers. Special handling and disposal are necessary for items considered to be corrosive, flammable, reactive or toxic to insure the preservation of our environment. In addition, garbage collectors and landfill workers risk injury from hazardous materials exploding when crushed during processing. Common household products that contain hazardous waste components include:

- * Drain and oven cleaners
- * Wood and metal cleaners and polishers
- * Automotive oil and fuel additives
- * Grease and rust solvent
- * Carburetor and fuel injector cleaners
- * Air conditioning refrigerants
- * Florescent light tubes and ballasts
- * Batteries
- * Paint and paint thinners
- * Paint strippers and removers
- * Adhesives
- * Herbicides and pesticides
- * Fungicides/wood preservatives
- * TV's and computer monitors

Any individual determined to have placed prohibited material in a container may be held liable for any resulting injuries and/or disposal and handling fees to properly dispose of materials. Please check with your solid waste company for more guidelines on hazardous waste and recycling.

Non-compliance with the proper disposal of recycling materials and household hazardous waste shall be treated as a material breach of the rental agreement.

By initialing below, I acknowledge that I have read and understand the conditions relating to the disposal of recycling materials and household hazardous wastes and agree to hold the Owner harmless from any and all charges, expenses or liability resulting from the placement of prohibited materials in garbage receptacles.

26. NON SMOKING DISCLOSURE

- A. **Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking, vape, e-cigarettes or any similar device; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- B. **Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment, and Resident and members of Resident's household shall not smoke any products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

- Smoking is prohibited on the entire property, including individual homes, common areas, every building and adjoining grounds.
- Smoking is prohibited on the entire property except the following areas:

- C. **Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's home from sources outside of Resident's home.
- D. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- E. **Other Residents Are Third Party Beneficiaries of this Provision:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Provision. A Resident may sue another Resident to enforce this Provision but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Provision shall not create a presumption that the Owner/Agent has breached this Provision.



27. MOLD DISCLOSURE

Resident agrees to maintain the home in a manner that prevents the occurrence of an infestation of mold or mildew in the home. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

The Owner/Agent has inspected the home prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the home, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the home clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

1. Resident agrees to keep the home free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the home to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the home.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the home.

28. INSURANCE DISCLOSURE

RENTERS INSURANCE: Resident's property is not insured by Owner/Agent. Owner/Agent recommends that Resident obtain coverage for Resident's personal property. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of his Agreement. A renter's liability insurance policy, such as the one that may be required below, benefits both the Owner/Agent and the Resident.

- 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 Owner/Agent and the Resident throughout the duration of the tenancy as specified below. Resident must provide proof of such insurance to the Owner/Agent on demand. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

29. DEFAULT

In the event of a default by Resident, Owner/Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.



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30. **ARBITRATION OF PERSONAL INJURY DISPUTES.** ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before an arbitrator, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/Agent and Tenant, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/Agent's rights in the event of Tenant's breach or default under this agreement, including without limitation Owner/Agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

31. **ATTORNEYS' FEES.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees shall be awarded to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of the Civil Procedure of the California Rules of Court.

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

33. **STATE OF CALIFORNIA PROPOSITION 65.** The state has identified hundreds of chemicals known to cause cancer and/or birth defects and other harm. In addition, state law requires that businesses with 10 or more employees post warning signs of the potential exposure to any such chemicals. Given that these chemicals are contained in commonly used products, Owner/Agent has posted warning signs in compliance with the state law. For additional information, please refer to www.oehha.ca.gov.

34. **GENERAL.** Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated therein. Tenant acknowledges receipt of a copy of this agreement with all addenda.

If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month tenancy upon the expiration of the Fixed Term Lease only upon Owner/Agent's acceptance of rent for any period of time after the expiration date of the Fixed Term. If this agreement is converted to a month-to-month tenancy, either party may terminate the agreement by giving appropriate written notice.

3/1/2023 Noah Berber Date Tenant 3/1/23 Elizabeth Guech Date Tenant

3-1-2027 [Signature] Date Owner/Agent



2/23 (Rent Package A)

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AG EG [Signature] [House icon]



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/18)

Date 09/11/2019, Anthony Gentile ("Landlord") and Mirely Espino, Augustin Espino ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 1193 E 9th St, Chico, CA 95928-5900 ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: Tenants and one child
C. The following personal property, maintained pursuant to paragraph 11, is included: or (if checked) the personal property on the attached addendum is included.
D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) September 11, 2019 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) September 30, 2020 at 5:00 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$950.00 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Anthony Gentile, wire/electronic transfer, or other Venmo, Zelle from Chase. (2) Rent shall be delivered to (name) at (address) (whose phone number is) (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of and on the following days). (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$950.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)



Keller Williams Realty, 2883 E. Spring St. Long Beach CA 90806 Phone: (562)277-4816 Fax: 562-513-7801 1193 E. 9th St., Anthony Gentile Produced with zipForm® by zipLogix. 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>09/11/2019</u>					
to <u>09/30/2019</u> (date)	<u>\$660.00</u>	<u>\$660.00</u>			
*Security Deposit	<u>\$950.00</u>		<u>\$950.00</u>		
Other					
Other					
Total	<u>\$1,610.00</u>	<u>\$660.00</u>	<u>\$950.00</u>		

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$75.00 or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: On Street

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows: Only in unit. Rental storage units are available at a first come first served basis

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$70.00 per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____

except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- B. **Gas Meter:** The Premises does not have a separate gas meter.
- C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: All brand new unit
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.
 (ii) Tenant shall complete and return the MIMO to Landlord within 3 (or) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 8)

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1193 E. 9th St.,



AP

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Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
E. Other:

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated.
B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: Please water directly in front of unit
C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except:
D. Landlord Tenant shall maintain
E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them:
H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: none on premises

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. (If applicable, check one)
1. Landlord shall provide Tenant with a copy of the rules and regulations within days or
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 8)

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1193 E. 9th St.,



AP

Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one)
1. Landlord shall provide Tenant with a copy of the HOA Rules within ... days or ...
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or ():
key(s) to Premises, remote control device(s) for garage door/gate opener(s),
key(s) to mailbox,
key(s) to common area(s),
B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 8)

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1193 E. 9th St.,



AP

Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

- A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or []) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord. B. [] Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) . B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements. C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE: A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. [] Tenant shall obtain liability insurance, in an amount not less than \$, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises [] Portable Dishwasher [] Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials () ()

Landlord's Initials () ()

LR REVISED 6/18 (PAGE 5 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 8)

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1193 E. 9th St.,



AP

Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: 2270 N. Lindo Ave
Chico, Ca 95973

Tenant:

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

A. LEAD-BASED PAINT (If checked): Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):

- 1. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
2. Premises is a house. Tenant is responsible for periodic pest control treatment.

C. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

G. MILITARY ORDINANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

Tenant's Initials () ()

Landlord's Initials () ()

LR REVISED 6/18 (PAGE 6 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)

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1193 E. 9th St.,



AP

Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

41. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

43. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

44. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

45. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)

Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Other: _____

46. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

47. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

48. The Premises is being managed by Owner, (or, if checked):

Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ DRE Lic # _____

By (Agent) _____ DRE Lic # _____

Address _____ Telephone # _____

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 8)

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1193 E. 9th St.,



AP

Premises: 1193 E 9th St, Chico, CA 95928-5900

Date: 09/11/2019

49. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant _____ Date _____

Print Name Mirely Espino

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____

Print Name Augustin Espino

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Additional Signature Addendum attached (C.A.R. Form ASA)

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

50. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord _____ Date _____ Landlord _____ Date _____

Anthony Gentile

Address 2270 N. Lindo Ave., Chico, CA 95973

Telephone (562)277-4016 Fax _____ E-mail avqii56@gmail.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 40.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 8 OF 8)

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1193 E. 9th St.,

AR



BED BUG DISCLOSURE
 (C.A.R. Form BBD, Revised 12/18)
 (California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated September 11, 2019, on property known as 1193 E 9th St, Chico, CA 95928-5900

in which Mirely Espino, Augustin Espino is referred to as ("Tenant")
 and Anthony Gentile is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **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.
2. **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.
3. Bed bugs can survive for months without feeding.
4. **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.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____
 Tenant Mirely Espino Landlord Anthony Gentile
 Tenant Augustin Espino Landlord _____

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BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

Keller Williams Realty, 2883 E. Spring St. Long Beach CA 90806 Phone: (562)277-4816 Fax: 562-513-7801 1193 E. 9th St.,
 Anthony Gentile Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



TENANT FLOOD HAZARD DISCLOSURE
(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), Residential Lease After Sale, Other _____, dated _____, on property known as 1193 E 9th St, Chico, CA 95928-5900, in which Mirely Espino, Augustin Espino is referred to as ("Tenant") and Anthony Gentile is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
- B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
- C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
- D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____
 Tenant Mirely Espino Landlord Anthony Gentile
 Tenant Augustin Espino Landlord _____

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TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



<small>Keller Williams Realty, 2883 E. Spring St. Long Beach CA 90806 Anthony Gentile</small>	<small>Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com</small>	<small>Phone: (562)277-4016 Fax: 562-513-7801</small>	<small>1193 E. 9th St.,</small>
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AR

Feb. Proration = \$800 → Pd CASH 1/29/2023
 Deposit = \$975 } → Due on Feb. 10th
 Key Deposit = \$50 }
 Cleaning Fee = \$150 } **Agreement To Rent Or Lease**

This Agreement is made and entered into between Anthony Gentile, hereinafter "Owner/Agent" and (names of all adult Residents and names and ages of minors to reside on the premises):

Resident ~~Joby~~ (DOB) _____
 Resident Alder Vallovas (DOB) _____
 Resident Silvino Rivera (DOB) _____
 Resident _____ (DOB) _____
 Resident _____ (DOB) _____
 Resident _____ (DOB) _____

hereinafter "Resident." The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner/Agent rents to Resident, and Resident rents from Owner/Agent, for residential purposes only, the premises known as: 1195 East 9th St. Unit # _____ (If applicable) in the City of Chico State of California CA

Property Exempt from California Tenant Protection Act of 2019

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

Property Subject to the California Tenant Protection Act of 2019

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

Owner/Agent reserves the right to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the residential real property.

Owner/Agent and Resident mutually agree as follows:

1. **TERM.** The term of the rental shall begin on February 5, 2023 and shall continue as follows subject to the payment of rent for one month and the security deposit: (check one)

- Fixed term Lease expiring on January 31, 2024 (the expiration date).
Renewal of the term shall be as described above the signature line on page 8 (A Fixed Term Lease).
- On a month-to-month basis, the residency terminable by either Owner/Agent or Resident giving the appropriate written notice to the other.

2. **RENT.** Resident shall pay to Owner/Agent the Monthly base rent of \$ 975 in advance on or before the first or (____) day of each month without deduction or offset. On signing this Agreement Resident shall pay one full month's rent in the form of a certified check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date. Resident agrees to pay rent at the management office or at such other place as Owner/Agent may designate: Zelle, Venmo, / P.O Box 41784, Long Beach, CA 90853 (address)

If Resident submits payment of rent to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments may be tendered by [check all applicable] check, certified cashier's check, electronic payment or fund, money order, or cash. All monies paid are applied to the oldest outstanding balances first. Owner/Agent may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.



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3. SECURITY DEPOSIT. On signing this Agreement, Resident shall pay to Owner/Agent the sum of \$ 975 plus \$50 Key as a deposit to secure Resident's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner/Agent shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner/Agent. Owner/Agent may withhold that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, professional carpet cleaning, but exclusive of ordinary wear and tear, and (c) to remove trash, clean the premises and return the home to the same level of cleanliness it was in at the inception of the tenancy, as provided by law. Any unused portion of this deposit shall be returned to Resident without interest, according to law.

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

4. UTILITIES. Resident shall pay for all utilities, services and charges, except Water, Trash
If tenant is responsible for utilities, they will be required to show evidence that the bill is in their name prior to or on move-in date.

5. OCCUPANCY. Resident agrees that the premises are to be used as a private residence for Residents listed herein, for a total of 2 adults and 0 minors and by no other persons and for no other reason. Guests may not stay more than ten days in any six month period without the prior written consent of the Owner/Agent.

6. LATE CHARGE / RETURNED CHECKS. Resident acknowledges that Owner/Agent will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$ 75 as additional rent. If Owner/Agent elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner/Agent does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$ 35 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner/Agent may require future payments to be in a form other than a personal check in the event of a returned check.

7. FLOOD ZONE. The owner:
a. Has actual knowledge that the property is in a flood hazard zone.
b. Does not have actual knowledge that the property is in a flood hazard zone.
c. Owner further discloses: 1) that the tenant 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>, 2) that the owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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, and 3) that the owner is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to Cal. Government Code § 8589.45 is deemed adequate to inform the tenant.

8. ACCEPTANCE OF PREMISES. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Resident shall notify Owner/Agent immediately at the time of move-in if there are any exceptions.

9. POSSESSION OF PREMISES. In the event Owner/Agent is unable to deliver possession of the premises to Resident for any reason, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner.

10. PETS / WATER FILLED FURNITURE / OUTDOOR FURNITURE. No animal, pet, antennas/satellite dishes or water filled furniture shall be kept on or about the premises without the prior written consent of the Owner/Agent. No resident/guest shall place, use, keep, or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises.

11. SECURITY. Resident acknowledges that Owner/Agent has made no representation that the property is a "secure" premises, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the appropriate law enforcement any suspicious activities, persons or events occurring on or about the general premises.



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12. QUIET ENJOYMENT / USE. All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law, ordinance, regulation, or commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident/neighbor, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner/Agent may take legal action to terminate the Agreement and remove Resident. Resident shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises.

13. JOINT AND SEVERAL LIABILITY (CO-RESIDENT). If more than one Resident enters into this Agreement, the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remains in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.

14. RESIDENT OBLIGATIONS. Resident shall, at the Resident's sole expense, keep the premises clean, in good order and repair, free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material, including proper water and maintenance of landscaping of rented premises, if applicable. Resident shall immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner/Agent for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner/Agent's prior written consent.

15. RIGHT OF ENTRY. Owner/Agent shall have the right to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner/Agent shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner/Agent free and harmless for such entry.

16. VEHICLES AND PARKING. Owner/Agent reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises without prior written consent from Owner/Agent. Vehicles must be free of any leaking fluids, operable, and currently insured for public liability/property damage, and registered. Total number of vehicles allowed on premises: 2 street parking

17. SUBLEASING / ASSIGNMENT. Resident shall not sublease or enter into any short term rental of any part of the premises or assign this Agreement without the prior written consent of Owner/Agent. Any such action, without prior written consent, is void.

18. PEST CONTROL. Upon demand or notice by Owner/Agent, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to, and actually does, vacate the premises.

19. LIABILITY / INDEMNITY. Except for Owner's gross negligence or willful misconduct, Resident shall indemnify, protect, defend and hold harmless the Premises, Owner and its agents, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines, levies, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Resident and/or guests and invitees of Resident. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Resident shall upon notice defend the same at Resident's expense by counsel reasonably satisfactory to Owner, and Owner shall cooperate with Resident in such defense. Owner need not have paid any such claim in order to be defended or indemnified. To the extent allowed by law, Resident assumes all risk of harm resulting from the use of any health and/or Recreation facilities, and such other non-core amenities that may be provided by Owner and/or Owner's agents. Resident assumes all risk of harm resulting from the use of said facilities and waives all claims against Owner and Owner's agents arising from or relating to the use of said facilities for the participation in such activities and programs by Resident and his or her guests, even if caused by Owner or Owner's agent's negligence or gross negligence. The use of said facilities shall be at the sole risk of Resident and his or her guests. Resident expressly absolves Owner from any and all liability for any loss or



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damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this agreement continuing in full force and effect, or (2) give notice to Resident of termination of this agreement. Resident expressly agrees to accept financial responsibility for damage to Owner's property from water, fire and/or other casualty caused by Resident's intentional act or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Resident's and the Owner's property caused by the intentional or negligent acts of the Resident or a third party. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

20. TERMINATION: CLEANING / REPAIRS. Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Owner/Agent shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner/Agent's discretion to restore the premises to **Owner/Agent's standards for new occupancy**. The costs incurred by Owner/Agent for such services shall be deducted from Resident's security deposit. If Owner/Agent is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Owner/Agent any additional sums necessary to pay all such charges in full.

21. RULES AND REGULATIONS. Resident acknowledges receipt of and has read a copy of the apartment Rules and Regulations, if any. If there are any Apartment Rules and Regulations, they are hereby incorporated into this Agreement by this reference. Owner/Agent may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC&R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this agreement. Resident shall comply with any valid order of the Association and shall pay to Owner/Agent any charge assessed by reason of Resident's conduct.

22. SMOKE AND CARBON MONOXIDE DETECTION DEVICES. The premises are equipped with smoke and carbon monoxide detection devices as may be required by law, and: (a) Resident acknowledges the devices were tested and their operation explained by owner/agent, in the presence of Resident, at time of initial occupancy, and the detectors in the unit were working properly at the time, (b) Resident shall test the devices at least once a week to determine if the devices are operating properly, and immediately inform the Owner/Agent, in writing, of any malfunction.

23. CANNABIS DISCLOSURE

- 1. Resident has my permission to grow marijuana subject to the following terms and conditions:
 - A. Resident(s) must comply with all law, ordinances and regulations pertaining to marijuana cultivation;
 - B. Resident(s) is responsible to obtain any permits required in order to cultivate marijuana;
 - C. Resident(s) must pay for any and all permit fees required; and,
 - D. Resident(s) must pay for any damage to the premises resulting from the cultivation of marijuana on the premises.
- 2. Does not have my permission to grow marijuana at the rented premises during their tenancy.

24. BED BUG DISCLOSURE

California Civil Code section 1954.603 provides prospective and current tenants with the following information:

What do Bed Bugs Look Like?

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.



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Life Cycle and Reproduction

On average, a bed bug lives for about ten 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. 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

You may be dealing with a bed bug infestation if you notice one or more of the following:

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

Resident Responsibilities

This provision defines Resident's responsibilities under the rental/lease agreement regarding bed bug control. By signing this provision, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no and were no bed bugs present in the Premises at the time of Resident's move-in.

Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for bed bugs and do not contain any bed bugs. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of bed bugs. If Resident detects that any personal property of Resident may have bed bugs, Resident promises not to bring that property into the Premises. Resident agrees to do his/her part to ensure bed bugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought into the Premises for bed bugs; checking all luggage, clothing and other personal belongings for bed bugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bed bugs. In addition, Resident agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no bed bugs were brought on the Premises by guests.

Resident agrees to report any sighting or signs of bed bugs immediately in writing to Owner/Agent. Since bed bugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report any bed bug sightings or signs immediately.

Resident agrees to cooperate in every way with Owner/Agent's requests regarding bed bug inspection and control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding inspections, detection and treatment of bed bugs and the control and removal of personal property as requested by Owner/Agent and any Pest Control company retained by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for bed bug control where necessary. This bed bug control preparation can be extensive, and may include items such as special cleaning or washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Resident understands this preparation may be onerous, but agrees to comply with the instructions for bed bug preparation if requested by Owner/Agent or Pest Control company retained by Owner/Agent.

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises, including Resident's failure to reasonably take said precautions to control bed bugs and/or Resident's negligent actions regarding bed bug control.

It is acknowledged that the Owner/Agent shall not be liable for any loss or damage suffered by Resident and/or a guest resulting from an infestation of bed bugs. Resident hereby promises to procure the necessary insurance policies necessary to protect themselves against such potential claims for loss or damages.

How to Report Suspected Bed Bug Infestations

As soon as you reasonably suspect that a bed bug problem exists in your rental premises or in common areas, report the matter, in writing, immediately to the Owner/Agent. Please understand that California law requires tenants to cooperate with professional eradication efforts: "Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator." (Calif. Civil Code § 1954.604.) For more information, see the Internet websites of the United States Environmental Protection Agency and the National Pest Management Association.



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25. HAZARDOUS WASTE DISCLOSURE

Any material or substance designated as hazardous by federal or local standards is absolutely prohibited in trash receptacles or containers. Special handling and disposal are necessary for items considered to be corrosive, flammable, reactive or toxic to insure the preservation of our environment. In addition, garbage collectors and landfill workers risk injury from hazardous materials exploding when crushed during processing. Common household products that contain hazardous waste components include:

- * Drain and oven cleaners
- * Wood and metal cleaners and polishers
- * Automotive oil and fuel additives
- * Grease and rust solvent
- * Carburetor and fuel injector cleaners
- * Air conditioning refrigerants
- * Florescent light tubes and ballasts
- * Batteries
- * Paint and paint thinners
- * Paint strippers and removers
- * Adhesives
- * Herbicides and pesticides
- * Fungicides/wood preservatives
- * TV's and computer monitors

Any individual determined to have placed prohibited material in a container may be held liable for any resulting injuries and/or disposal and handling fees to properly dispose of materials. Please check with your solid waste company for more guidelines on hazardous waste and recycling.

Non-compliance with the proper disposal of recycling materials and household hazardous waste shall be treated as a material breach of the rental agreement.

By initialing below, I acknowledge that I have read and understand the conditions relating to the disposal of recycling materials and household hazardous wastes and agree to hold the Owner harmless from any and all charges, expenses or liability resulting from the placement of prohibited materials in garbage receptacles.

26. NON SMOKING DISCLOSURE

- A. **Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking, vape, e-cigarettes or any similar device; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- B. **Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment, and Resident and members of Resident's household shall not smoke any products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:



- Smoking is prohibited on the entire property, including individual homes, common areas, every building and adjoining grounds.
- Smoking is prohibited on the entire property except the following areas:

- C. **Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's home from sources outside of Resident's home.
- D. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- E. **Other Residents Are Third Party Beneficiaries of this Provision:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Provision. A Resident may sue another Resident to enforce this Provision but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Provision shall not create a presumption that the Owner/Agent has breached this Provision.



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27. MOLD DISCLOSURE

Resident agrees to maintain the home in a manner that prevents the occurrence of an infestation of mold or mildew in the home. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

The Owner/Agent has inspected the home prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the home, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the home clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

1. Resident agrees to keep the home free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the home to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the home.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the home.

28. INSURANCE DISCLOSURE

RENTERS INSURANCE: Resident's property is not insured by Owner/Agent. Owner/Agent recommends that Resident obtain coverage for Resident's personal property. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of his Agreement. A renter's liability insurance policy, such as the one that may be required below, benefits both the Owner/Agent and the Resident.

- 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 Owner/Agent and the Resident throughout the duration of the tenancy as specified below. Resident must provide proof of such insurance to the Owner/Agent on demand. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

29. DEFAULT

In the event of a default by Resident, Owner/Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.



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30. ARBITRATION OF PERSONAL INJURY DISPUTES. ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before an arbitrator, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/Agent and Resident, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/Agent's rights in the event of Resident's breach or default under this agreement, including without limitation Owner/Agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

31. ATTORNEYS' FEES. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees shall be awarded to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of the Civil Procedure of the California Rules of Court.

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

33. STATE OF CALIFORNIA PROPOSITION 65. The state has identified hundreds of chemicals known to cause cancer and/or birth defects and other harm. In addition, state law requires that businesses with 10 or more employees post warning signs of the potential exposure to any such chemicals. Given that these chemicals are contained in commonly used products, Owner/Agent has posted warning signs in compliance with the state law. For additional information, please refer to www.oehha.ca.gov.

34. GENERAL. Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated therein. Resident acknowledges receipt of a copy of this agreement with all addenda.

If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month tenancy upon the expiration of the Fixed Term Lease only upon Owner/Agent's acceptance of rent for any period of time after the expiration date of the Fixed Term. If this agreement is converted to a month-to-month tenancy, either party may terminate the agreement by giving appropriate written notice.

John Alder Valdovinos	→	1/27/2023	<i>AV</i>
Date Resident		Date Resident	
Silvio Rivera	→	1/29/2023	<i>SR</i>
Date Resident		Date Resident	
1/27/2023 Anthony V. Gentile II	→	<i>AVG</i>	
Date Owner/Agent			



**THE CARE AND FEEDING OF
A HEALTHY SEPTIC TANK**

This home is on a septic system.

Please do not put anything into the toilet or down the drains except the absolute necessities. Avoid flushing anything that hasn't been digested by the human body. Household chemicals and miscellaneous solids can cause the septic system to fail.

When preparing meals, it is best to put all food scraps into a garbage container or a compost pile rather than using the garbage disposal. Non-digested food takes much longer to work its way through the septic tank because non-digested food takes longer to break down. Specific items that should never be put into the system are: Grease, fats, oils, paints, transmission or brake fluids, pesticides, herbicides, cigarettes, disposable diapers, coffee grounds, etc. Hair should be removed from drains and hair conditioners used sparingly.




Please use single ply tissue paper. Thinner paper breaks up more easily and takes up less space. Excess paper products could cause premature leach line failure. Feminine hygiene products should be placed in the trash - **NEVER FLUSHED!** If you have a cat do not dispose of the used cat litter in any toilet, garbage disposal or sink.

When choosing a laundry detergent, concentrated cleansers are best. Some detergents have a higher bleach content and should be replaced by other brands - be sure to check the label. Overuse of bleach kills the useful, helpful bacteria which break down the solids in the tank. Regular dish soap is okay.

In areas which have a high water table or when there are heavy rains, the septic tank may cause the toilet and/or drains to flow slowly or overflow into the inside drains. This is because the ground is already saturated and the leach lines cannot drain properly. The less water flushed or put into the drains, the better the tank will perform. Do not let water run while brushing teeth or washing dishes and consider limiting flushes. Wash clothes only when you have full loads. Avoid, if possible, washing several loads in one day. Take brief showers and use less water in the tub.

Owner/Agent will be allowed access annually to add enzymes to the septic system

Thank you for your cooperation

 Resident	<u>1-27-23</u> Date
 Resident	<u>1-27-23</u> Date
 Owner/Agent	<u>1-27-23</u> Date



12/13 (140)



Agreement To Rent Or Lease

This Agreement is made and entered into between Anthony Gentile, hereinafter "Owner/Agent" and (names of all adult Residents and names and ages of minors to reside on the premises):

- Resident Noah Gerbecks (DOB) 03/08/1998
- Resident Elizabeth Gentile (DOB) 02/24/1998
- Resident _____ (DOB) _____
- Resident _____ (DOB) _____
- Resident _____ (DOB) _____
- Resident _____ (DOB) _____

hereinafter "Resident." The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner/Agent rents to Resident, and Resident rents from Owner/Agent, for residential purposes only, the premises known as: 1191 East 9th St. Unit # _____ (If applicable) in the City of Chico State of California CA

Property Exempt from California Tenant Protection Act of 2019

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

Property Subject to the California Tenant Protection Act of 2019

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

Owner/Agent reserves the right to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the residential real property.

Owner/Agent and Resident mutually agree as follows:

1. **TERM.** The term of the rental shall begin on March 1, 2023 and shall continue as follows subject to the payment of rent for one month and the security deposit: (check one)

- Fixed term Lease expiring on February 28, 2024 (the expiration date).
Renewal of the term shall be as described above the signature line on page 8 (A Fixed Term Lease).
- On a month-to-month basis, the residency terminable by either Owner/Agent or Resident giving the appropriate written notice to the other.

2. **RENT.** Resident shall pay to Owner/Agent the Monthly base rent of \$ 1,290 in advance on or before the first or (____) day of each month without deduction or offset. On signing this Agreement Resident shall pay one full month's rent in the form of a certified check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date. Resident agrees to pay rent at the management office or at such other place as Owner/Agent may designate: Zelle, Venmo, / P.O Box 41784, Long Beach, CA 90853 (address)

If Resident submits payment of rent to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments may be tendered by [check all applicable] check, certified cashier's check, electronic payment or fund, money order, or cash. All monies paid are applied to the oldest outstanding balances first. Owner/Agent may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.



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3. SECURITY DEPOSIT. On signing this Agreement, Resident shall pay to Owner/Agent the sum of \$ 1,290.00 as a deposit to secure Resident's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner/Agent shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner/Agent. Owner/Agent may withhold that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, professional carpet cleaning, but exclusive of ordinary wear and tear, and (c) to remove trash, clean the premises and return the home to the same level of cleanliness it was in at the inception of the tenancy, as provided by law. Any unused portion of this deposit shall be returned to Resident without interest, according to law.

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

4. UTILITIES. Resident shall pay for all utilities, services and charges, except Water, Trash
If tenant is responsible for utilities, they will be required to show evidence that the bill is in their name prior to or on move-in date.

5. OCCUPANCY. Resident agrees that the premises are to be used as a private residence for Residents listed herein, for a total of 2 adults and 0 minors and by no other persons and for no other reason. Guests may not stay more than ten days in any six month period without the prior written consent of the Owner/Agent.

6. LATE CHARGE / RETURNED CHECKS. Resident acknowledges that Owner/Agent will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$ 75 as additional rent. If Owner/Agent elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner/Agent does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$ 35 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner/Agent may require future payments to be in a form other than a personal check in the event of a returned check.

7. FLOOD ZONE. The owner:
a. Has actual knowledge that the property is in a flood hazard zone.
b. Does not have actual knowledge that the property is in a flood hazard zone.
c. Owner further discloses: 1) that the tenant 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.caoes.ca.gov>, 2) that the owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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, and 3) that the owner is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to Cal. Government Code § 8589.45 is deemed adequate to inform the tenant.

8. ACCEPTANCE OF PREMISES. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Resident shall notify Owner/Agent immediately at the time of move-in if there are any exceptions.

9. POSSESSION OF PREMISES. In the event Owner/Agent is unable to deliver possession of the premises to Resident for any reason, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner.

10. PETS / WATER FILLED FURNITURE / OUTDOOR FURNITURE. No animal, pet, antennas/satellite dishes or water filled furniture shall be kept on or about the premises without the prior written consent of the Owner/Agent. No resident/guest shall place, use, keep, or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises.

11. SECURITY. Resident acknowledges that Owner/Agent has made no representation that the property is a "secure" premises, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the appropriate law enforcement any suspicious activities, persons or events occurring on or about the general premises.



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12. QUIET ENJOYMENT / USE. All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law, ordinance, regulation, or commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident/neighbor, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner/Agent may take legal action to terminate the Agreement and remove Resident. Resident shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises.

13. JOINT AND SEVERAL LIABILITY (CO-RESIDENT). If more than one Resident enters into this Agreement, the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remains in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.

14. RESIDENT OBLIGATIONS. Resident shall, at the Resident's sole expense, keep the premises clean, in good order and repair, free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material, including proper water and maintenance of landscaping of rented premises, if applicable. Resident shall immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner/Agent for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner/Agent's prior written consent.

15. RIGHT OF ENTRY. Owner/Agent shall have the right to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner/Agent shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner/Agent free and harmless for such entry.

16. VEHICLES AND PARKING. Owner/Agent reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises without prior written consent from Owner/Agent. Vehicles must be free of any leaking fluids, operable, and currently insured for public liability/property damage, and registered. Total number of vehicles allowed on premises: 2 street parking

17. SUBLEASING / ASSIGNMENT. Resident shall not sublease or enter into any short term rental of any part of the premises or assign this Agreement without the prior written consent of Owner/Agent. Any such action, without prior written consent, is void.

18. PEST CONTROL. Upon demand or notice by Owner/Agent, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to, and actually does, vacate the premises.

19. LIABILITY / INDEMNITY. Except for Owner's gross negligence or willful misconduct, Resident shall indemnify, protect, defend and hold harmless the Premises, Owner and its agents, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines, levies, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Resident and/or guests and invitees of Resident. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Resident shall upon notice defend the same at Resident's expense by counsel reasonably satisfactory to Owner, and Owner shall cooperate with Resident in such defense. Owner need not have paid any such claim in order to be defended or indemnified. To the extent allowed by law, Resident assumes all risk of harm resulting from the use of any health and/or Recreation facilities, and such other non-core amenities that may be provided by Owner and/or Owner's agents. Resident assumes all risk of harm resulting from the use of said facilities and waives all claims against Owner and Owner's agents arising from or relating to the use of said facilities for the participation in such activities and programs by Resident and his or her guests, even if caused by Owner or Owner's agent's negligence or gross negligence. The use of said facilities shall be at the sole risk of Resident and his or her guests. Resident expressly absolves Owner from any and all liability for any loss or



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damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this agreement continuing in full force and effect, or (2) give notice to Resident of termination of this agreement. Resident expressly agrees to accept financial responsibility for damage to Owner's property from water, fire and/or other casualty caused by Resident's intentional act or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Resident's and the Owner's property caused by the intentional or negligent acts of the Resident or a third party. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

20. TERMINATION: CLEANING / REPAIRS. Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Owner/Agent shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner/Agent's discretion to restore the premises to **Owner/Agent's standards for new occupancy**. The costs incurred by Owner/Agent for such services shall be deducted from Resident's security deposit. If Owner/Agent is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Owner/Agent any additional sums necessary to pay all such charges in full.

21. RULES AND REGULATIONS. Resident acknowledges receipt of and has read a copy of the apartment Rules and Regulations, if any. If there are any Apartment Rules and Regulations, they are hereby incorporated into this Agreement by this reference. Owner/Agent may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC&R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this agreement. Resident shall comply with any valid order of the Association and shall pay to Owner/Agent any charge assessed by reason of Resident's conduct.

22. SMOKE AND CARBON MONOXIDE DETECTION DEVICES. The premises are equipped with smoke and carbon monoxide detection devices as may be required by law, and: (a) Resident acknowledges the devices were tested and their operation explained by owner/agent, in the presence of Resident, at time of initial occupancy, and the detectors in the unit were working properly at the time, (b) Resident shall test the devices at least once a week to determine if the devices are operating properly, and immediately inform the Owner/Agent, in writing, of any malfunction.

23. CANNABIS DISCLOSURE

- 1. Resident has my permission to grow marijuana subject to the following terms and conditions:
 - A. Resident(s) must comply with all law, ordinances and regulations pertaining to marijuana cultivation;
 - B. Resident(s) is responsible to obtain any permits required in order to cultivate marijuana;
 - C. Resident(s) must pay for any and all permit fees required; and,
 - D. Resident(s) must pay for any damage to the premises resulting from the cultivation of marijuana on the premises.
- 2. Does not have my permission to grow marijuana at the rented premises during their tenancy.

24. BED BUG DISCLOSURE

California Civil Code section 1954.603 provides prospective and current tenants with the following information:

What do Bed Bugs Look Like?

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

On average, a bed bug lives for about ten 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. 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

You may be dealing with a bed bug infestation if you notice one or more of the following:

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

Resident Responsibilities

This provision defines Resident's responsibilities under the rental/lease agreement regarding bed bug control. By signing this provision, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no and were no bed bugs present in the Premises at the time of Resident's move-in.

Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for bed bugs and do not contain any bed bugs. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of bed bugs. If Resident detects that any personal property of Resident may have bed bugs, Resident promises not to bring that property into the Premises. Resident agrees to do his/her part to ensure bed bugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought into the Premises for bed bugs; checking all luggage, clothing and other personal belongings for bed bugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bed bugs. In addition, Resident agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no bed bugs were brought on the Premises by guests.

Resident agrees to report any sighting or signs of bed bugs immediately in writing to Owner/Agent. Since bed bugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report any bed bug sightings or signs immediately.

Resident agrees to cooperate in every way with Owner/Agent's requests regarding bed bug inspection and control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding inspections, detection and treatment of bed bugs and the control and removal of personal property as requested by Owner/Agent and any Pest Control company retained by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for bed bug control where necessary. This bed bug control preparation can be extensive, and may include items such as special cleaning or washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Resident understands this preparation may be onerous, but agrees to comply with the instructions for bed bug preparation if requested by Owner/Agent or Pest Control company retained by Owner/Agent.

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises, including Resident's failure to reasonably take said precautions to control bed bugs and/or Resident's negligent actions regarding bed bug control.

It is acknowledged that the Owner/Agent shall not be liable for any loss or damage suffered by Resident and/or a guest resulting from an infestation of bed bugs. Resident hereby promises to procure the necessary insurance policies necessary to protect themselves against such potential claims for loss or damages.

How to Report Suspected Bed Bug Infestations

As soon as you reasonably suspect that a bed bug problem exists in your rental premises or in common areas, report the matter, in writing, immediately to the Owner/Agent. Please understand that California law requires tenants to cooperate with professional eradication efforts: "Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator." (Calif. Civil Code § 1954.604.) For more information, see the Internet websites of the United States Environmental Protection Agency and the National Pest Management Association.



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25. HAZARDOUS WASTE DISCLOSURE

Any material or substance designated as hazardous by federal or local standards is absolutely prohibited in trash receptacles or containers. Special handling and disposal are necessary for items considered to be corrosive, flammable, reactive or toxic to insure the preservation of our environment. In addition, garbage collectors and landfill workers risk injury from hazardous materials exploding when crushed during processing. Common household products that contain hazardous waste components include:

- * Drain and oven cleaners
- * Wood and metal cleaners and polishers
- * Automotive oil and fuel additives
- * Grease and rust solvent
- * Carburetor and fuel injector cleaners
- * Air conditioning refrigerants
- * Florescent light tubes and ballasts
- * Batteries
- * Paint and paint thinners
- * Paint strippers and removers
- * Adhesives
- * Herbicides and pesticides
- * Fungicides/wood preservatives
- * TV's and computer monitors

Any individual determined to have placed prohibited material in a container may be held liable for any resulting injuries and/or disposal and handling fees to properly dispose of materials. Please check with your solid waste company for more guidelines on hazardous waste and recycling.

Non-compliance with the proper disposal of recycling materials and household hazardous waste shall be treated as a material breach of the rental agreement.

By initialing below, I acknowledge that I have read and understand the conditions relating to the disposal of recycling materials and household hazardous wastes and agree to hold the Owner harmless from any and all charges, expenses or liability resulting from the placement of prohibited materials in garbage receptacles.

26. NON SMOKING DISCLOSURE

- A. **Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking, vape, e-cigarettes or any similar device; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- B. **Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment, and Resident and members of Resident's household shall not smoke any products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

- Smoking is prohibited on the entire property, including individual homes, common areas, every building and adjoining grounds.
- Smoking is prohibited on the entire property except the following areas:

- C. **Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's home from sources outside of Resident's home.
- D. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- E. **Other Residents Are Third Party Beneficiaries of this Provision:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Provision. A Resident may sue another Resident to enforce this Provision but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Provision shall not create a presumption that the Owner/Agent has breached this Provision.



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27. MOLD DISCLOSURE

Resident agrees to maintain the home in a manner that prevents the occurrence of an infestation of mold or mildew in the home. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

The Owner/Agent has inspected the home prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the home, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the home clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

1. Resident agrees to keep the home free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the home to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the home.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the home.

28. INSURANCE DISCLOSURE

RENTERS INSURANCE: Resident's property is not insured by Owner/Agent. Owner/Agent recommends that Resident obtain coverage for Resident's personal property. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of his Agreement. A renter's liability insurance policy, such as the one that may be required below, benefits both the Owner/Agent and the Resident.

- 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 Owner/Agent and the Resident throughout the duration of the tenancy as specified below. Resident must provide proof of such insurance to the Owner/Agent on demand. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

29. DEFAULT

In the event of a default by Resident, Owner/Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.



12/22 (Rental Package A)

Page 7 of 8

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1191

30. **ARBITRATION OF PERSONAL INJURY DISPUTES.** ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before an arbitrator, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/Agent and Tenant, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/Agent's rights in the event of Tenant's breach or default under this agreement, including without limitation Owner/Agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

31. **ATTORNEYS' FEES.** If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees shall be awarded to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of the Civil Procedure of the California Rules of Court.

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

33. **STATE OF CALIFORNIA PROPOSITION 65.** The state has identified hundreds of chemicals known to cause cancer and/or birth defects and other harm. In addition, state law requires that businesses with 10 or more employees post warning signs of the potential exposure to any such chemicals. Given that these chemicals are contained in commonly used products, Owner/Agent has posted warning signs in compliance with the state law. For additional information, please refer to www.oehha.ca.gov.

34. **GENERAL.** Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated therein. Tenant acknowledges receipt of a copy of this agreement with all addenda.

If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month tenancy upon the expiration of the Fixed Term Lease only upon Owner/Agent's acceptance of rent for any period of time after the expiration date of the Fixed Term. If this agreement is converted to a month-to-month tenancy, either party may terminate the agreement by giving appropriate written notice.

3/1/2023 Noah Berber Date Tenant 3/1/23 Elizabeth Guech Date Tenant

3-1-2027 [Signature] Date Owner/Agent



2/23 (Rent Package A)

Page 8 of 8 AG EG AUB [House icon]

Leases



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other _____

dated March 23, 2018, on property known as 1199 East 9th Street
CHICO, CA 95928

in which Autumn Martinelli, Travis Doop is referred to as ("Buyer/Tenant")
and _____ is referred to as ("Seller/Landlord").

This addendum adds Travis Doop as a tenant in 1199 East 9th Street.

The new lease price to start September 1, 2020 is \$925. The increase is \$50 per month and the increase in the deposit is also \$50. \$100 is due now.

There is an additional \$50 for the rental of a storage unit.

The lease is month to month. All other lease terms to stay in place.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____

Buyer/Tenant Autumn Martinelli Seller/Landlord _____

Buyer/Tenant Travis Doop Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



Keller Williams Realty, 2883 E. Spring St. Long Beach, CA 90806 Phone: (562)277-4016 Fax: 562-513-7801 1199 Lease
Anthony Gentile Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

Pd. Cashiers CK \$ 2,841 1/27/23 AVG

Agreement To Rent Or Lease

This Agreement is made and entered into between Anthony Gentile hereinafter "Owner/Agent" and (names of all adult Residents and names and ages of minors to reside on the premises):

- Resident Antonio Martinez (DOB) 03/08/1976
Resident Benjamin Martinez (DOB) 09/15/1981
Resident (DOB)
Resident (DOB)
Resident (DOB)
Resident (DOB)

hereinafter "Resident." The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner/Agent rents to Resident, and Resident rents from Owner/Agent, for residential purposes only, the premises known as: 1197 East 9th St. Unit # (If applicable) in the City of Chico State of California CA

Property Exempt from California Tenant Protection Act of 2019

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

Property Subject to the California Tenant Protection Act of 2019

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

Owner/Agent reserves the right to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the residential real property.

Owner/Agent and Resident mutually agree as follows:

1. TERM. The term of the rental shall begin on January 27, 2023 and shall continue as follows subject to the payment of rent for one month and the security deposit: (check one)

- Fixed term Lease expiring on January 31, 2024 (the expiration date). Renewal of the term shall be as described above the signature line on page 8 (A Fixed Term Lease).
On a month-to-month basis, the residency terminable by either Owner/Agent or Resident giving the appropriate written notice to the other. After 1 year lease

2. RENT. Resident shall pay to Owner/Agent the Monthly base rent of \$ 1,185 in advance on or before the first or () day of each month without deduction or offset. On signing this Agreement Resident shall pay one full month's rent in the form of a certified check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date. Resident agrees to pay rent at the management office or at such other place as Owner/Agent may designate: Zelle, Venmo, / P.O Box 41784, Long Beach, CA 90853 (address)

If Resident submits payment of rent to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments may be tendered by [check all applicable] check, certified cashier's check, electronic payment or fund, money order, or cash. All monies paid are applied to the oldest outstanding balances first. Owner/Agent may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.



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3. SECURITY DEPOSIT. On signing this Agreement, Resident shall pay to Owner/Agent the sum of \$ 1,185 plus \$50 Key as a deposit to secure Resident's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, Owner/Agent shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner/Agent. Owner/Agent may withhold that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, professional carpet cleaning, but exclusive of ordinary wear and tear, and (c) to remove trash, clean the premises and return the home to the same level of cleanliness it was in at the inception of the tenancy, as provided by law. Any unused portion of this deposit shall be returned to Resident without interest, according to law.

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

4. UTILITIES. Resident shall pay for all utilities, services and charges, except Water, Trash. If tenant is responsible for utilities, they will be required to show evidence that the bill is in their name prior to or on move-in date.

5. OCCUPANCY. Resident agrees that the premises are to be used as a private residence for Residents listed herein, for a total of 2 adults and 0 minors and by no other persons and for no other reason. Guests may not stay more than ten days in any six month period without the prior written consent of the Owner/Agent.

6. LATE CHARGE / RETURNED CHECKS. Resident acknowledges that Owner/Agent will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$ 75 as additional rent. If Owner/Agent elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner/Agent does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$ 35 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner/Agent may require future payments to be in a form other than a personal check in the event of a returned check.

7. FLOOD ZONE. The owner:

- a. Has actual knowledge that the property is in a flood hazard zone.
- b. Does not have actual knowledge that the property is in a flood hazard zone.
- c. Owner further discloses: 1) that the tenant 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>, 2) that the owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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, and 3) that the owner is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to Cal. Government Code § 8589.45 is deemed adequate to inform the tenant.

8. ACCEPTANCE OF PREMISES. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Resident shall notify Owner/Agent immediately at the time of move-in if there are any exceptions.

9. POSSESSION OF PREMISES. In the event Owner/Agent is unable to deliver possession of the premises to Resident for any reason, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Resident except for the return of all sums previously paid to Owner.

10. PETS / WATER FILLED FURNITURE / OUTDOOR FURNITURE. No animal, pet, antennas/satellite dishes or water filled furniture shall be kept on or about the premises without the prior written consent of the Owner/Agent. No resident/guest shall place, use, keep, or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises.

11. SECURITY. Resident acknowledges that Owner/Agent has made no representation that the property is a "secure" premises, and that Resident is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property, and report to the appropriate law enforcement any suspicious activities, persons or events occurring on or about the general premises.



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12. QUIET ENJOYMENT / USE. All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law, ordinance, regulation, or commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident/neighbor, including but not limited to having loud or late parties or playing loud music. Resident shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner/Agent may take legal action to terminate the Agreement and remove Resident. Resident shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises.

13. JOINT AND SEVERAL LIABILITY (CO-RESIDENT). If more than one Resident enters into this Agreement, the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Residents remains in possession of the premises. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.

14. RESIDENT OBLIGATIONS. Resident shall, at the Resident's sole expense, keep the premises clean, in good order and repair, free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material, including proper water and maintenance of landscaping of rented premises, if applicable. Resident shall immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse Owner/Agent for the cost to repair damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without the Owner/Agent's prior written consent.

15. RIGHT OF ENTRY. Owner/Agent shall have the right to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner/Agent shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold Owner/Agent free and harmless for such entry.

16. VEHICLES AND PARKING. Owner/Agent reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises without prior written consent from Owner/Agent. Vehicles must be free of any leaking fluids, operable, and currently insured for public liability/property damage, and registered. Total number of vehicles allowed on premises: 2 street parking

17. SUBLEASING / ASSIGNMENT. Resident shall not sublease or enter into any short term rental of any part of the premises or assign this Agreement without the prior written consent of Owner/Agent. Any such action, without prior written consent, is void.

18. PEST CONTROL. Upon demand or notice by Owner/Agent, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event resident is required to vacate the premises during any fumigation or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the resident was required to, and actually does, vacate the premises.

19. LIABILITY / INDEMNITY. Except for Owner's gross negligence or willful misconduct, Resident shall indemnify, protect, defend and hold harmless the Premises, Owner and its agents, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines, levies, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Resident and/or guests and invitees of Resident. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Resident shall upon notice defend the same at Resident's expense by counsel reasonably satisfactory to Owner, and Owner shall cooperate with Resident in such defense. Owner need not have paid any such claim in order to be defended or indemnified. To the extent allowed by law, Resident assumes all risk of harm resulting from the use of any health and/or Recreation facilities, and such other non-core amenities that may be provided by Owner and/or Owner's agents. Resident assumes all risk of harm resulting from the use of said facilities and waives all claims against Owner and Owner's agents arising from or relating to the use of said facilities for the participation in such activities and programs by Resident and his or her guests, even if caused by Owner or Owner's agent's negligence or gross negligence. The use of said facilities shall be at the sole risk of Resident and his or her guests. Resident expressly absolves Owner from any and all liability for any loss or



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damage to Resident's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Resident's vehicles or the vehicles of Resident's guests or invitees while parked on the property. In the event the rental premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this agreement continuing in full force and effect, or (2) give notice to Resident of termination of this agreement. Resident expressly agrees to accept financial responsibility for damage to Owner's property from water, fire and/or other casualty caused by Resident's intentional act or negligent acts. Resident is encouraged to carry a standard renter's insurance policy to cover any such damage to the Resident's and the Owner's property caused by the intentional or negligent acts of the Resident or a third party. In no event shall Resident be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

20. TERMINATION: CLEANING / REPAIRS. Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that Owner/Agent shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner/Agent's discretion to restore the premises to **Owner/Agent's standards for new occupancy**. The costs incurred by Owner/Agent for such services shall be deducted from Resident's security deposit. If Owner/Agent is required to perform any repair or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay Owner/Agent any additional sums necessary to pay all such charges in full.

21. RULES AND REGULATIONS. Resident acknowledges receipt of and has read a copy of the apartment Rules and Regulations, if any. If there are any Apartment Rules and Regulations, they are hereby incorporated into this Agreement by this reference. Owner/Agent may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such Rules and Regulations may be amended from time to time upon giving notice to Resident. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC&R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this agreement. Resident shall comply with any valid order of the Association and shall pay to Owner/Agent any charge assessed by reason of Resident's conduct.

22. SMOKE AND CARBON MONOXIDE DETECTION DEVICES. The premises are equipped with smoke and carbon monoxide detection devices as may be required by law, and: (a) Resident acknowledges the devices were tested and their operation explained by owner/agent, in the presence of Resident, at time of initial occupancy, and the detectors in the unit were working properly at the time, (b) Resident shall test the devices at least once a week to determine if the devices are operating properly, and immediately inform the Owner/Agent, in writing, of any malfunction.

23. CANNABIS DISCLOSURE

- 1. Resident has my permission to grow marijuana subject to the following terms and conditions:
 - A. Resident(s) must comply with all law, ordinances and regulations pertaining to marijuana cultivation;
 - B. Resident(s) is responsible to obtain any permits required in order to cultivate marijuana;
 - C. Resident(s) must pay for any and all permit fees required; and,
 - D. Resident(s) must pay for any damage to the premises resulting from the cultivation of marijuana on the premises.
- 2. Does not have my permission to grow marijuana at the rented premises during their tenancy.

24. BED BUG DISCLOSURE

California Civil Code section 1954.603 provides prospective and current tenants with the following information:

What do Bed Bugs Look Like?

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.



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Life Cycle and Reproduction

On average, a bed bug lives for about ten 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. 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

You may be dealing with a bed bug infestation if you notice one or more of the following:

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

Resident Responsibilities

This provision defines Resident's responsibilities under the rental/lease agreement regarding bed bug control. By signing this provision, Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no and were no bed bugs present in the Premises at the time of Resident's move-in.

Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for bed bugs and do not contain any bed bugs. Resident agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of bed bugs. If Resident detects that any personal property of Resident may have bed bugs, Resident promises not to bring that property into the Premises. Resident agrees to do his/her part to ensure bed bugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought into the Premises for bed bugs; checking all luggage, clothing and other personal belongings for bed bugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bed bugs. In addition, Resident agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no bed bugs were brought on the Premises by guests.

Resident agrees to report any sighting or signs of bed bugs immediately in writing to Owner/Agent. Since bed bugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report any bed bug sightings or signs immediately.

Resident agrees to cooperate in every way with Owner/Agent's requests regarding bed bug inspection and control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding inspections, detection and treatment of bed bugs and the control and removal of personal property as requested by Owner/Agent and any Pest Control company retained by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for bed bug control where necessary. This bed bug control preparation can be extensive, and may include items such as special cleaning or washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Resident understands this preparation may be onerous, but agrees to comply with the instructions for bed bug preparation if requested by Owner/Agent or Pest Control company retained by Owner/Agent.

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises, including Resident's failure to reasonably take said precautions to control bed bugs and/or Resident's negligent actions regarding bed bug control.

It is acknowledged that the Owner/Agent shall not be liable for any loss or damage suffered by Resident and/or a guest resulting from an infestation of bed bugs. Resident hereby promises to procure the necessary insurance policies necessary to protect themselves against such potential claims for loss or damages.

How to Report Suspected Bed Bug Infestations

As soon as you reasonably suspect that a bed bug problem exists in your rental premises or in common areas, report the matter, in writing, immediately to the Owner/Agent. Please understand that California law requires tenants to cooperate with professional eradication efforts: "Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator." (Calif. Civil Code § 1954.604.) For more information, see the Internet websites of the United States Environmental Protection Agency and the National Pest Management Association.



Handwritten initials 'AK' and 'AM' next to a house icon.

25. HAZARDOUS WASTE DISCLOSURE

Any material or substance designated as hazardous by federal or local standards is absolutely prohibited in trash receptacles or containers. Special handling and disposal are necessary for items considered to be corrosive, flammable, reactive or toxic to insure the preservation of our environment. In addition, garbage collectors and landfill workers risk injury from hazardous materials exploding when crushed during processing. Common household products that contain hazardous waste components include:

- * Drain and oven cleaners
- * Wood and metal cleaners and polishers
- * Automotive oil and fuel additives
- * Grease and rust solvent
- * Carburetor and fuel injector cleaners
- * Air conditioning refrigerants
- * Florescent light tubes and ballasts
- * Batteries
- * Paint and paint thinners
- * Paint strippers and removers
- * Adhesives
- * Herbicides and pesticides
- * Fungicides/wood preservatives
- * TV's and computer monitors

Any individual determined to have placed prohibited material in a container may be held liable for any resulting injuries and/or disposal and handling fees to properly dispose of materials. Please check with your solid waste company for more guidelines on hazardous waste and recycling.

Non-compliance with the proper disposal of recycling materials and household hazardous waste shall be treated as a material breach of the rental agreement.

By initialing below, I acknowledge that I have read and understand the conditions relating to the disposal of recycling materials and household hazardous wastes and agree to hold the Owner harmless from any and all charges, expenses or liability resulting from the placement of prohibited materials in garbage receptacles.

26. NON SMOKING DISCLOSURE

- A. **Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking, vape, e-cigarettes or any similar device; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- B. **Smoke Free Areas:** Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment, and Resident and members of Resident's household shall not smoke any products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

- Smoking is prohibited on the entire property, including individual homes, common areas, every building and adjoining grounds.
- Smoking is prohibited on the entire property except the following areas:

Residents are current smokers trying to quit. They agree to only smoke off property. Any violation of this agreement will result in loss of entire deposit.

- C. **Promotion of No-Smoking Policy:** Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Resident's home from sources outside of Resident's home.
- D. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- E. **Other Residents Are Third Party Beneficiaries of this Provision:** Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Provision. A Resident may sue another Resident to enforce this Provision but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Provision shall not create a presumption that the Owner/Agent has breached this Provision.



12/22 (Rental Package A)

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27. MOLD DISCLOSURE

Resident agrees to maintain the home in a manner that prevents the occurrence of an infestation of mold or mildew in the home. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

The Owner/Agent has inspected the home prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the home, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the home clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

1. Resident agrees to keep the home free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the home to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the home.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the home.

28. INSURANCE DISCLOSURE

RENTERS INSURANCE: Resident's property is not insured by Owner/Agent. Owner/Agent recommends that Resident obtain coverage for Resident's personal property. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of his Agreement. A renter's liability insurance policy, such as the one that may be required below, benefits both the Owner/Agent and the Resident.

- 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 Owner/Agent and the Resident throughout the duration of the tenancy as specified below. Resident must provide proof of such insurance to the Owner/Agent on demand. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

29. DEFAULT

In the event of a default by Resident, Owner/Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Resident's rights hereunder, and recover from Resident all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.



AVG
IM [Signature] [House Icon]

30. ARBITRATION OF PERSONAL INJURY DISPUTES. ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before an arbitrator, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/Agent and Resident, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/Agent's rights in the event of Resident's breach or default under this agreement, including without limitation Owner/Agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

31. ATTORNEYS' FEES. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees shall be awarded to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of the Civil Procedure of the California Rules of Court.

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

33. STATE OF CALIFORNIA PROPOSITION 65. The state has identified hundreds of chemicals known to cause cancer and/or birth defects and other harm. In addition, state law requires that businesses with 10 or more employees post warning signs of the potential exposure to any such chemicals. Given that these chemicals are contained in commonly used products, Owner/Agent has posted warning signs in compliance with the state law. For additional information, please refer to www.oehha.ca.gov.

34. GENERAL. Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated therein. Resident acknowledges receipt of a copy of this agreement with all addenda.

If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month tenancy upon the expiration of the Fixed Term Lease only upon Owner/Agent's acceptance of rent for any period of time after the expiration date of the Fixed Term. If this agreement is converted to a month-to-month tenancy, either party may terminate the agreement by giving appropriate written notice.

Antonio Martinez	1/27/2023
Date Resident	Date Resident
Benjamin Martinez	1/27/2023
Date Resident	Date Resident
1/27/2023 Anthony V. Gentile II	
Date Owner/Agent	



ITEM DESCRIPTION	MOVE-IN	NOTE#	MOVE-OUT	NOTE#	ITEM DESCRIPTION	MOVE-IN	NOTE#	MOVE-OUT	NOTE#									
PRIMARY BATHROOM					BATHROOM #2													
Door (Stop/Knob)					Door (Stop/Knob)													
Light Fixture/Bulb ()					Light Fixture/Bulb ()													
Exhaust/Fan					Exhaust/Fan													
Walls					Walls													
Ceiling					Ceiling													
Towel Bar(s)					Towel Bar(s)													
Vent					Vent													
Floor					Floor													
Outlets/Switches					Outlets/Switches													
Mirror					Mirror													
Counter					Counter													
Sink/Faucet/Stopper					Sink/Faucet/Stopper													
Medicine Cabinet					Medicine Cabinet													
Cupboards/Drawers					Cupboards/Drawers													
Toilet (Bowl/Tank/Seat)					Toilet (Bowl/Tank/Seat)													
Paper Holder					Paper Holder													
Shower Door/Track					Shower Door/Track													
Tub/Shower					Tub/Shower													
Faucets/Valves/Stopper					Faucets/Valves/Stopper													
Window/Screen					Window/Screen													
Tracks/Sills/Locks					Tracks/Sills/Locks													
Drapes/Blinds/Hardware					Drapes/Blinds/Hardware													
BEDROOM #2					OTHER													
Door (Stop/Knob)																		
Light Fixture/Bulb ()																		
Walls																		
Ceiling																		
Ceiling Fan(s)																		
Vent																		
Floor/Carpet																		
Outlets/Switches/Jacks																		
Closet(s) (Door/Interior)																		
Walk-In (Light/Mirror)																		
Windows/Screen																		
Tracks/Sills/Locks																		
Drapes/Blinds/Hardware																		
NOTES:					↓ All Good Condition													
					<table border="1"> <thead> <tr> <th>KEYS</th> <th># Received</th> <th># Returned</th> </tr> </thead> <tbody> <tr> <td>House/Mail</td> <td>1</td> <td>2</td> </tr> <tr> <td>Laundry/Pool</td> <td>1</td> <td>2</td> </tr> </tbody> </table>					KEYS	# Received	# Returned	House/Mail	1	2	Laundry/Pool	1	2
KEYS	# Received	# Returned																
House/Mail	1	2																
Laundry/Pool	1	2																

MOVE-IN

Undersigned residents witness that the condition of these premises is clean, undamaged, and in good working order unless otherwise noted.

1/27/23 *[Signature]* 1/27/23
 Date Resident Date Resident
 1/27/23 *[Signature]*
 Date Resident Date Resident
 1/27/23 *[Signature]*
 Date Owner/Agent

MOVE-OUT

Undersigned residents agree that they are responsible for any differences between the move-in and move-out columns, outside of ordinary wear and tear, and they will be charged first against their security deposit and secondly they will be held liable for any balances due plus any costs to collect if not paid in a timely manner.

Date Resident Date Resident
 Date Resident Date Resident
 Date Owner/Agent

FORWARDING ADDRESS



Move-In / Move-Out Sheet

Address: _____

Move-In/Out Codes:					CL= Clean ST= Stained WK= Works SCR= Scratched PC= Partial Clean FC= Full Clean RPR= Repair RPL= Replace COM= Complete TU= Touch-up Paint COM= Complete Paint NCT=No Charge to Tenant				
ITEM DESCRIPTION	MOVE-IN	NOTE	MOVE-OUT	NOTE	ITEM DESCRIPTION	MOVE-IN	NOTE	MOVE-OUT	NOTE
OUTSIDE ENTRY					KITCHEN				
Light Fixture/Bulb ()					Light Fixture/Bulb ()				
Door/Jamb/Peep Hole					Walls				
Door Knob/Lock					Ceiling				
Doorbell					Vent				
Address #					Floor				
INSIDE ENTRYWAY					HALLWAY				
Door (Stop, Knob, Lock)					Light Fixture/Bulb ()				
Light Fixture/Bulb ()					Walls				
Walls					Vent				
Ceiling					Smoke Detector () E B				
Vent					Floor/Carpet				
Floor/Carpet					Outlets/Switches/Jacks				
Windows/Screen					Door (Interior)/Closet				
Tracks/Sills/Locks					Filter				
Drapes/Blinds/Hardware					PRIMARY BEDROOM				
Closet (Door/Interior)					Door (Stop/Knob)				
LIVING ROOM					Light Fixture/Bulb ()				
Light Fixture/Bulb ()					Walls				
Walls					Ceiling				
Ceiling					Ceiling Fan(s)				
Ceiling Fan(s)					Vent				
Vent					Floor/Carpet				
Floor/Carpet					Outlets/Switches/Jacks				
Outlets/Switches/Jacks					Closet(s) (Door/Interior)				
TV Cable					Walk-In (Light/Mirror)				
Windows/Screen					Windows/Screen				
Tracks/Sills/Locks					Tracks/Sills/Locks				
Drapes/Blinds/Hardware					Drapes/Blinds/Hardware				
Closet (Door/Interior)									
AC/Heat/Thermostat									
Fireplace/Screen									
Patio Door/Screen									
DINING ROOM									
Light Fixture/Bulb ()									
Walls									
Ceiling									
Ceiling Fan(s)									
Vent									
Floor/Carpet									
Outlets/Switches/Jacks									
Windows/Screen									
Tracks/Sills/Locks									
Drapes/Blinds/Hardware									
Patio Door/Screen									

NOTES:



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Antonio Martinez
(650) 271-6517
tonegmartz@outlook.com

Objective:

To find an employment opportunity where I can be a contributing member of the team.

Summary of Qualifications and Knowledge:

High energy, Strong communication skills. Experience in all facets of the service industry, with a background in sales.

Experience:

6/2015 – Present The Vault 164 San Mateo, CA (650) 348-8164 Brad, Owner /
Head Bartender Jessica, Manager
Opening and Closing duties. Make Kraft Cocktails & Beverages for Bar & entire Restaurant. Train new bartenders. Take orders accurately, insuring a good experience for customers. Team player, help peers whenever necessary to insure customers enjoy their meal and they will recommend us to friends and family.

6/2015 – 8/2016 Rustic House Oyster Bar And Grill San Carlos, CA (650) 394-4534 Dave, Owner/
Server/Bartender Fidel, Manager
Full Service Fine Dining. Bartending & Serving. Knowledge of Oysters as well as expo. Hosting when needed.

8/2012 – 4/2014 The Broadway Grill Burlingame, CA (650) 343-9333 James,
Server / Bartender General Manager
Opening and Closing duties of Restaurant & Bar. Successfully serving up to 12 table sections and a full bar at once several times a week. Acting Manager in Managers absence.

3/2012 – 8/2012 B.J.'s Restaurant and Brewhouse Foster City, CA (650) 931-2990 Wes, Manager
Server
Executing their 12 steps of operation. Taking and modifying orders accurately to customers' request. Running food and drinks. Executing side work. Insuring a good experience for all customers. Closing out all transactions and nightly cash reports. Doing my best to insure that the team has a successful shift.

04/2010 – 03/2012 Macaroni Grill San Mateo, CA (650) 638-3580
Food and Cocktail Server
Opening and Closing duties. Hosting and Banquets when needed. Delegating side work. Responsible to insure all side work was done before signing out peers. Expediting food orders. Lead Server, helped peers whenever necessary to insure customer's good experience.

Previous Experience:

Self Employed **5/2007 - Present** A.G.M. Improvements San Mateo, CA (650) 271-6517
General construction and decorating. Interior and exterior, painting, estimating, client relations, managing employees, collecting payments, and finalizing contracts.

Painter Forman/Carpenter **9/1998 - Present** Fresh Paint Redwood City, CA (650) 743-3050
Managing crews, ordering supplies, communicating with client and contractor to ensure satisfactory performance, completing all contracts on time.

Forman **9/2006 - 5/2007** Certa Pro Painters Foster City, CA (408) 219-6990
Daily contact with the client and contractor. Authorized changes to contracts and adjustments of the cost. In charge of a crew of workers. Delegated work, trained, managing time, ordering supplies, and finalizing the contracts.

Engineer/Painter/Carpenter **3/2003 - 4/2005** Macys West Northern California Region
Maintained and did special projects on four to six locations a month. Meet with executives, draw out a plan of work, create a budget, and execute work on time and on budget. My duties mostly involved painting, carpentry, and drywall.

Education:

2007	General studies	College of San Mateo	San Mateo, CA
2008	Language Courses	University of Vienna	Vienna, Austria
1998	Bartending	School of Bartenders Training	San Francisco, CA
2011	Food Service	California Food Handler Certificate	Online Course

AP



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT
(C.A.R. Form LR, Revised 6/18)

Date 05/06/2019, Anthony Gentile ("Landlord") and Timothy McLean ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 920 Willow St, Chico, CA 95928 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Timothy McLean and occasional guests
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance _____.

2. TERM: The term begins on (date) May 7, 2019 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease:** This Agreement shall terminate on (date) May 31, 2020 at 5:00 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$1,350.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
- D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to _____, wire/electronic transfer, or other Venmo, Zelle.

(2) Rent shall be delivered to (name) Anthony Gentile, (whose phone number is) (562)277-4016 at (address) 2270 N. Lindo Ave. Chico, CA 95973, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$1,350.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (____) (____)

Landlord's Initials (____) (____)

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LR REVISED 6/18 (PAGE 1 OF 8)



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)

Keller Williams Realty, 2883 E. Spring St. Long Beach CA 90806 Phone: (562)277-4816 Fax: 562-513-7801 920 Willow St # 2
Anthony Gentile Produced with zipForm® by zipLogix. 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>05/20/2019</u>					
to <u>06/30/2019</u> (date)	\$1,873.00	\$1,000.00	\$873.00		
*Security Deposit	\$1,350.00		\$1,350.00		
Other <u>cleaning fee</u>	\$100.00		\$100.00		
Other _____					
Total	\$3,323.00	\$1,000.00	\$2,323.00		

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$75.00 or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: One off street parking spot in Willow driveway

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows: Only in storage units

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$70.00 per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____

except Water and Trash, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. **Gas Meter:** The Premises does not have a separate gas meter.

C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: none

Everything is almost brand new

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials () ()

Landlord's Initials () ()

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AP

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Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
E. Other:

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated.
B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: potted plants
C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except:
D. Landlord Tenant shall maintain
E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them:
H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: none

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. (If applicable, check one)
1. Landlord shall provide Tenant with a copy of the rules and regulations within 10 days or
OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials () ()

Landlord's Initials () ()

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AP

Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is ...
B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities.
C. (Check one)
1. Landlord shall provide Tenant with a copy of the HOA Rules within ... days or ...

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive) prior to the Commencement Date, or ():
X 1 key(s) to Premises,
X 1 key(s) to mailbox,
X 1 key(s) to common area(s),
B. Tenant acknowledges that locks to the Premises X have, have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons").
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials () ()

Landlord's Initials () ()

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920 Willow St # 2



AP

Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

- A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or []) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord. B. [] Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) . B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements. C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE: A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. [] Tenant shall obtain liability insurance, in an amount not less than \$, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises [X] Portable Dishwasher [X] Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials () ()

Landlord's Initials () ()

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 8)

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920 Willow St # 2



AP

Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: 2270 North Lindo Ave. Chico, CA 95973

Tenant: _____

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

A. LEAD-BASED PAINT (If checked): Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):

- 1. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 2. Premises is a house. Tenant is responsible for periodic pest control treatment.

C. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

G. MILITARY ORDINANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

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Landlord's Initials () ()

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920 Willow St # 2



AP

Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

39. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

40. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

41. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

43. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

44. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

45. OTHER TERMS AND CONDITIONS: If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)

Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Other: _____

46. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

47. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

48. The Premises is being managed by Owner, (or, if checked):

Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ DRE Lic # _____

By (Agent) _____ DRE Lic # _____

Address _____ Telephone # _____

Tenant's Initials () ()

Landlord's Initials () ()

LR REVISED 6/18 (PAGE 7 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 8)

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920 Willow St # 2



AP

Premises: 920 Willow St, Chico, CA 95928

Date: 05/06/2019

49. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant _____ Date _____
 Print Name Timothy McLean
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail brandon34465@gmail.com
 Tenant _____ Date _____
 Print Name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Additional Signature Addendum attached (C.A.R. Form ASA)

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____
 Guarantor _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

50. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.


Landlord _____ Date _____ Landlord _____ Date _____
Anthony Gentile
 Address 2270 N. Lindo Ave., Chico, United States 95973
 Telephone (562)277-4016 Fax _____ E-mail avqii56@gmail.com

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 40.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____
 Real Estate Broker (Listing Firm) _____ DRE Lic. # _____
 By (Agent) _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 8 OF 8)

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920 Willow St # 2

AP



BED BUG DISCLOSURE
 (C.A.R. Form BBD, 6/17)
 (California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated _____, on property known as 920 Willow St, Chico, CA 95928

in which Timothy McLean is referred to as ("Tenant")
 and Anthony Gentile is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **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.
2. **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.
3. Bed bugs can survive for months without feeding.
4. **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.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____ Date _____
 Tenant Timothy McLean Landlord Anthony Gentile
 Tenant _____ Landlord _____

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BBD 6/17 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

Keiler Williams Realty, 2883 E. Spring St. Long Beach CA 90806 Phone: (562)277-4016 Fax: 562-513-7801 920 Willow St # 2
 Anthony Gentile Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



TENANT FLOOD HAZARD DISCLOSURE
(C.A.R. Form TFHD, 6/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), Residential Lease After Sale, Other _____, dated _____, on property known as 920 Willow St, Chico, CA 95928, in which Timothy McLean is referred to as ("Tenant") and Anthony Gentile is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

- The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:
 - The owner has actual knowledge of that fact.
 - The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
 - The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
 - The owner currently carries flood insurance.
- The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caloes.ca.gov>).
- The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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 owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____	Date _____
Tenant <u>Timothy McLean</u>	Landlord <u>Anthony Gentile</u>
Tenant _____	Landlord _____

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TFHD 6/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



<small>Keller Williams Realty, 2883 E. Spring St. Long Beach CA 90806 Anthony Gentile</small>	<small>Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com</small>	<small>Phone: (562)277-4816 Fax: 562-513-7801</small>	<small>920 Willow St # 2</small>
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AR

Agreement To Rent Or Lease

This Agreement is made and entered into between Anthony Gentile hereinafter "Owner/Agent" and (names of all adult Tenants and names and ages of minors to reside on the premises):

Tenant Debbie Previtali (DOB)
Tenant (DOB)
Tenant (DOB)
Tenant (DOB)
Tenant (DOB)
Tenant (DOB)

hereinafter "Tenant." The word Tenant as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Owner/Agent rents to Tenant, and Tenant rents from Owner/Agent, for residential purposes only, the premises known as: 920 Willow Unit # 1 (If applicable) in the City of Chico, State of California 95928

Property Exempt from California Tenant Protection Act of 2019

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

Property Subject to the California Tenant Protection Act of 2019

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

Owner/Agent reserves the right to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the residential real property.

Owner/Agent and Tenant mutually agree as follows:

1. TERM. The term of the rental shall begin on May 1, 2023 and shall continue as follows subject to the payment of rent for one month and the security deposit: (check one)

Fixed term Lease expiring on 4/30/2024 (the expiration date). Renewal of the term shall be as described above the signature line on page 8 (A Fixed Term Lease).

On a month-to-month basis, the residency terminable by either Owner/Agent or Tenant giving the appropriate written notice to the other.

2. RENT. Tenant shall pay to Owner/Agent the Monthly base rent of \$ 1,025.00 in advance on or before the first or () day of each month without deduction or offset. On signing this Agreement Tenant shall pay one full month's rent in the form of a certified check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date. Tenant agrees to pay rent at the management office or at such other place as Owner/Agent may designate: Venmo or Chase, P.O Box 41784, Long Beach, CA 90853 (address)

If Tenant submits payment of rent to a "drop box" provided by the management office, rent shall be deemed submitted on the next business day. Rent payments may be tendered by [check all applicable] check, certified cashier's check, electronic payment or fund, money order, or cash. All monies paid are applied to the oldest outstanding balances first. Owner/Agent may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.



AVG signature and house icon

3. SECURITY DEPOSIT. On signing this Agreement, Tenant shall pay to Owner/Agent the sum of \$ 1,025.00 as a deposit to secure Tenant's performance of the covenants contained herein. No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Tenants. After Tenant has vacated the premises, Owner/Agent shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by Owner/Agent. Owner/Agent may withhold that portion of Tenant's security deposit necessary (a) to remedy any default by Tenant in the payment of rent or breach of any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, professional carpet cleaning, but exclusive of ordinary wear and tear, and (c) to remove trash, clean the premises and return the home to the same level of cleanliness it was in at the inception of the tenancy, as provided by law. Any unused portion of this deposit shall be returned to Tenant without interest, according to law.

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

4. UTILITIES. Tenant shall pay for all utilities, services and charges, except Water, Sewer. If tenant is responsible for utilities, they will be required to show evidence that the bill is in their name prior to or on move-in date.

5. OCCUPANCY. Tenant agrees that the premises are to be used as a private residence for Tenants listed herein, for a total of 1 adults and 0 minors and by no other persons and for no other reason. Guests may not stay more than ten days in any six month period without the prior written consent of the Owner/Agent.

6. LATE CHARGE / RETURNED CHECKS. Tenant acknowledges that Owner/Agent will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Tenant fails to pay the rent in full by the end of the 5th day after it is due, Tenant shall pay a late charge of \$ 75 as additional rent. If Owner/Agent elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner/Agent does not waive the right to insist on payment of rent in full on the day it is due. In the event Tenant's check is dishonored by the bank, Tenant shall pay a returned check charge of \$ 50 additional rent. A late charge will be imposed if the returned check causes the rent to be late. Owner/Agent may require future payments to be in a form other than a personal check in the event of a returned check.

7. FLOOD ZONE. The owner:

- a. Has actual knowledge that the property is in a flood hazard zone.
- b. Does not have actual knowledge that the property is in a flood hazard zone.
- c. Owner further discloses: 1) that the tenant 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>, 2) that the owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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, and 3) that the owner is not required to provide additional information concerning the flood hazards to the property and that the information provided pursuant to Cal. Government Code § 8589.45 is deemed adequate to inform the tenant.

8. ACCEPTANCE OF PREMISES. Tenant has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory. Tenant shall notify Owner/Agent immediately at the time of move-in if there are any exceptions.

9. POSSESSION OF PREMISES. In the event Owner/Agent is unable to deliver possession of the premises to Tenant for any reason, including, but not limited to, failure of prior occupants to vacate as agreed or required by law, Owner shall not be liable to Tenant except for the return of all sums previously paid to Owner.

10. PETS / WATER FILLED FURNITURE / OUTDOOR FURNITURE. No animal, pet, antennas/satellite dishes or water filled furniture shall be kept on or about the premises without the prior written consent of the Owner/Agent. No tenant/guest shall place, use, keep, or maintain any upholstered furniture not manufactured for outdoor use in any outside area of the premises.

11. SECURITY. Tenant acknowledges that Owner/Agent has made no representation that the property is a "secure" premises, and that Tenant is safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Owner/Agent's property and are not warranties of protection nor are they specifically provided for the protection of Tenant or guest's person or property. Tenant shall take appropriate measures to protect their own property, and report to the appropriate law enforcement any suspicious activities, persons or events occurring on or about the general premises.



AVG 

12. QUIET ENJOYMENT / USE. All tenants shall be entitled to quiet enjoyment of the premises. Tenant shall not use the premises in such a way as to violate any law, ordinance, regulation, or commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other tenant/neighbor, including but not limited to having loud or late parties or playing loud music. Tenant shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement, and Owner/Agent may take legal action to terminate the Agreement and remove Tenant. Tenant shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Tenants or other persons at the premises.

13. JOINT AND SEVERAL LIABILITY (CO-TENANT). If more than one Tenant enters into this Agreement, the obligations are joint and several: each such Tenant is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder as long as any one of the Tenants remains in possession of the premises. Any breach or abandonment by any one or more of the Tenants shall not terminate the Agreement nor shall it relieve the remaining Tenant from fulfilling the terms of this Agreement. Should one or more of the Tenants terminate their residency apart and separately from other Tenant, no right to have another person substituted in their stead shall exist.

14. TENANT OBLIGATIONS. Tenant shall, at the Tenant's sole expense, keep the premises clean, in good order and repair, free of trash, mold, mildew, pests, vermin, bedbugs and unsightly material, including proper water and maintenance of landscaping of rented premises, if applicable. Tenant shall immediately notify Owner/Agent, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Tenant shall reimburse Owner/Agent for the cost to repair damage by Tenant through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Tenant without the Owner/Agent's prior written consent.

15. RIGHT OF ENTRY. Owner/Agent shall have the right to make necessary or agreed repairs, alterations or improvements; supplying agreed services; to exhibit the property to prospective tenants; when the Tenant has abandoned or surrendered the premises; in case of emergency, and pursuant to court order or state law. Except in cases of emergency, Owner/Agent shall give Tenant reasonable notice of intent to enter. Tenant may be present, however such entry shall not be conditioned upon such presence, and Tenant agrees to indemnify and hold Owner/Agent free and harmless for such entry.

16. VEHICLES AND PARKING. Owner/Agent reserves the right to control parking and to tow away, at Tenant's expense, any vehicle causing an unsafe hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises without prior written consent from Owner/Agent. Vehicles must be free of any leaking fluids, operable, and currently insured for public liability property damage, and registered. Total number of vehicles allowed on premises: 2

17. SUBLEASING / ASSIGNMENT. Tenant shall not sublease or enter into any short term rental of any part of the premises or assign this Agreement without the prior written consent of Owner/Agent. Any such action, without prior written consent, is void.

18. PEST CONTROL. Upon demand or notice by Owner/Agent, Tenants shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Tenant shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine. In the event tenant is required to vacate the premises during any fumigation or remedial work, the maximum reimbursement by owner shall be the daily prorated rental rate for each twenty four hour period that the tenant was required to, and actually does, vacate the premises.

19. LIABILITY / INDEMNITY. Except for Owner's gross negligence or willful misconduct, Tenant shall indemnify, protect, defend and hold harmless the Premises, Owner and its agents, partners and Lenders from and against any and all claims, loss of rents and/or damages, liens, fines, levies, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Tenant and/or guests and invitees of Tenant. If any action or proceeding is brought against Owner by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Owner, and Owner shall cooperate with Tenant in such defense. Owner need not have paid any such claim in order to be defended or indemnified. To the extent allowed by law, Tenant assumes all risk of harm resulting from the use of any health and/or Recreation facilities, and such other non-core amenities that may be provided by Owner and/or Owner's agents. Tenant assumes all risk of harm resulting from the use of said facilities and waives all claims against Owner and Owner's agents arising from or relating to the use of said facilities for the participation in such activities and programs by Tenant and his or her guests, even if caused by Owner or Owner's agent's negligence or gross negligence. The use of said facilities shall be at the sole risk of Tenant and his or her guests. Tenant expressly absolves Owner from any and all liability for any loss or



ASB ref

damage to Tenant's property or effects arising out of water leakage, broken water pipes, theft, or any other cause beyond the direct control of the Owner, including but not limited to, damage to Tenant's vehicles or the vehicles of Tenant's guests or invitees while parked on the property. In the event the rental premises are damaged by water, fire or other casualty, Owner shall have the option either to (1) repair such damage, with this agreement continuing in full force and effect, or (2) give notice to Tenant of termination of this agreement. Tenant expressly agrees to accept financial responsibility for damage to Owner's property from water, fire and/or other casualty caused by Tenant's intentional act or negligent acts. Tenant is encouraged to carry a standard renter's insurance policy to cover any such damage to the Tenant's and the Owner's property caused by the intentional or negligent acts of the Tenant or a third party. In no event shall Tenant be entitled to any compensation or damages of any type for extra expense, annoyance, inconvenience or any other cause resulting in loss of use of the rental premises due to fire, water or any other casualty.

20. TERMINATION: CLEANING / REPAIRS. Upon termination of the tenancy, Tenant shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Tenant expressly agrees that Owner/Agent shall perform all cleaning services, including carpet cleaning and/or repair, which may be required in Owner/Agent's discretion to restore the premises to **Owner/Agent's standards for new occupancy**. The costs incurred by Owner/Agent for such services shall be deducted from Tenant's security deposit. If Owner/Agent is required to perform any repair or renovation as a result of Tenant's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Tenant's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Tenant shall immediately, upon written notice, pay Owner/Agent any additional sums necessary to pay all such charges in full.

21. RULES AND REGULATIONS. Tenant acknowledges receipt of and has read a copy of the apartment Rules and Regulations, if any. If there are any Apartment Rules and Regulations, they are hereby incorporated into this Agreement by this reference. Owner/Agent may terminate this Agreement, as provided by law, if any of these Rules and Regulations is violated. Such Rules and Regulations may be amended from time to time upon giving notice to Tenant. If the property is located within a common interest development, Tenant agrees to comply with and abide by any Declaration of Covenants, Conditions and Restrictions (CC&R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this agreement. Tenant shall comply with any valid order of the Association and shall pay to Owner/Agent any charge assessed by reason of Tenant's conduct.

22. SMOKE AND CARBON MONOXIDE DETECTION DEVICES. The premises are equipped with smoke and carbon monoxide detection devices as may be required by law, and: (a) Tenant acknowledges the devices were tested and their operation explained by owner/agent, in the presence of Tenant, at time of initial occupancy, and the detectors in the unit were working properly at the time, (b) Tenant shall test the devices at least once a week to determine if the devices are operating properly, and immediately inform the Owner/Agent, in writing, of any malfunction.

23. CANNABIS DISCLOSURE

- 1. Tenant has my permission to grow marijuana subject to the following terms and conditions:
 - A. Tenant(s) must comply with all law, ordinances and regulations pertaining to marijuana cultivation;
 - B. Tenant(s) is responsible to obtain any permits required in order to cultivate marijuana;
 - C. Tenant(s) must pay for any and all permit fees required; and,
 - D. Tenant(s) must pay for any damage to the premises resulting from the cultivation of marijuana on the premises.
- 2. Does not have my permission to grow marijuana at the rented premises during their tenancy.

24. BED BUG DISCLOSURE

California Civil Code section 1954.603 provides prospective and current tenants with the following information:

What do Bed Bugs Look Like?

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.



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Life Cycle and Reproduction

On average, a bed bug lives for about ten 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. 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

You may be dealing with a bed bug infestation if you notice one or more of the following:

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

Tenant Responsibilities

This provision defines Tenant's responsibilities under the rental/lease agreement regarding bed bug control. By signing this provision, Tenant affirms that he/she has inspected the Premises at move-in and confirms that there are no and were no bed bugs present in the Premises at the time of Tenant's move-in.

Tenant promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Tenant brings into the Premises have been inspected for bed bugs and do not contain any bed bugs. Tenant agrees to carefully inspect all personal property he/she brings into the Premises prior to entering the Premises to ensure that the property is free of bed bugs. If Tenant detects that any personal property of Tenant may have bed bugs, Tenant promises not to bring that property into the Premises. Tenant agrees to do his/her part to ensure bed bugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought into the Premises for bed bugs; checking all luggage, clothing and other personal belongings for bed bugs if Tenant stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bed bugs. In addition, Tenant agrees to inspect furniture and personal belongings after guests visit or stay in the Premises to ensure no bed bugs were brought on the Premises by guests.

Tenant agrees to report any sighting or signs of bed bugs immediately in writing to Owner/Agent. Since bed bugs multiply fast and can become an infestation affecting not only the Tenant, but other individuals/units in the rental property, Tenant understands that it is of utmost importance to report any bed bug sightings or signs immediately.

Tenant agrees to cooperate in every way with Owner/Agent's requests regarding bed bug inspection and control efforts, including, but not limited to, carefully and diligently following all instructions and recommendations regarding inspections, detection and treatment of bed bugs and the control and removal of personal property as requested by Owner/Agent and any Pest Control company retained by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for bed bug control where necessary. This bed bug control preparation can be extensive, and may include items such as special cleaning or washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Tenant understands this preparation may be onerous, but agrees to comply with the instructions for bed bug preparation if requested by Owner/Agent or Pest Control company retained by Owner/Agent.

Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises, including Tenant's failure to reasonably take said precautions to control bed bugs and/or Tenant's negligent actions regarding bed bug control.

It is acknowledged that the Owner/Agent shall not be liable for any loss or damage suffered by Tenant and/or a guest resulting from an infestation of bed bugs. Tenant hereby promises to procure the necessary insurance policies necessary to protect themselves against such potential claims for loss or damages.

How to Report Suspected Bed Bug Infestations

As soon as you reasonably suspect that a bed bug problem exists in your rental premises or in common areas, report the matter, in writing, immediately to the Owner/Agent. Please understand that California law requires tenants to cooperate with professional eradication efforts: "Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator." (Calif. Civil Code § 1954.604.) For more information, see the Internet websites of the United States Environmental Protection Agency and the National Pest Management Association.



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25. HAZARDOUS WASTE DISCLOSURE

Any material or substance designated as hazardous by federal or local standards is absolutely prohibited in trash receptacles or containers. Special handling and disposal are necessary for items considered to be corrosive, flammable, reactive or toxic to insure the preservation of our environment. In addition, garbage collectors and landfill workers risk injury from hazardous materials exploding when crushed during processing. Common household products that contain hazardous waste components include:

- * Drain and oven cleaners
- * Wood and metal cleaners and polishers
- * Automotive oil and fuel additives
- * Grease and rust solvent
- * Carburetor and fuel injector cleaners
- * Air conditioning refrigerants
- * Florescent light tubes and ballasts
- * Batteries
- * Paint and paint thinners
- * Paint strippers and removers
- * Adhesives
- * Herbicides and pesticides
- * Fungicides/wood preservatives
- * TV's and computer monitors

Any individual determined to have placed prohibited material in a container may be held liable for any resulting injuries and/or disposal and handling fees to properly dispose of materials. Please check with your solid waste company for more guidelines on hazardous waste and recycling.

Non-compliance with the proper disposal of recycling materials and household hazardous waste shall be treated as a material breach of the rental agreement.

By initialing below, I acknowledge that I have read and understand the conditions relating to the disposal of recycling materials and household hazardous wastes and agree to hold the Owner harmless from any and all charges, expenses or liability resulting from the placement of prohibited materials in garbage receptacles.

26. NON SMOKING DISCLOSURE

- A. **Purpose:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking, vape, e-cigarettes or any similar device; and (iv) the high costs of fire insurance for properties where smoking is permitted.
- B. **Smoke Free Areas:** Tenant agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment, and Tenant and members of Tenant's household shall not smoke any products in these areas, nor shall Tenant permit any guest or visitor under the control of Tenant to do so.

Check one:

Smoking is prohibited on the entire property, including individual homes, common areas, every building and adjoining grounds.

Smoking is prohibited on the entire property except the following areas:

No Candles.

- C. **Promotion of No-Smoking Policy:** Tenant shall inform his or her guest of the Smoke-Free Areas. Tenant shall promptly notify Owner/Agent in writing of any incident where smoke is migrating into Tenant's home from sources outside of Tenant's home.
- D. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Owner/Agent's adoption of Smoke-Free Areas does not make the Owner/Agent the guarantor of the Tenant's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- E. **Other Tenants Are Third Party Beneficiaries of this Provision:** Owner/Agent and Tenant agree that the other Tenants of the property are the third party beneficiaries of this Provision. A Tenant may sue another Tenant to enforce this Provision but does not have the right to evict another Tenant. Any lawsuit between Tenants regarding this Provision shall not create a presumption that the Owner/Agent has breached this Provision.



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27. MOLD DISCLOSURE

Tenant agrees to maintain the home in a manner that prevents the occurrence of an infestation of mold or mildew in the home. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:
The Owner/Agent has inspected the home prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the home, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment. It is also important that Tenants keep the interior of the home clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

1. Tenant agrees to keep the home free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Tenant agrees to allow the Owner/Agent to enter the home to inspect and make necessary repairs.
6. Tenant agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Tenant agrees to use exhaust fans whenever cooking, dish washing, or cleaning.
8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the home.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the home.

28. INSURANCE DISCLOSURE

RENTERS INSURANCE: Tenant's property is not insured by Owner/Agent. Owner/Agent recommends that Tenant obtain coverage for Tenant's personal property. Tenant is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of his Agreement. A renter's liability insurance policy, such as the one that may be required below, benefits both the Owner/Agent and the Tenant.

- Tenant is encouraged but not required to obtain renters liability insurance:
- Tenant is required to maintain renter's liability insurance for the benefit of the Owner/Agent and the Tenant throughout the duration of the tenancy as specified below. Tenant must provide proof of such insurance to the Owner/Agent on demand. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

29. DEFAULT

In the event of a default by Tenant, Owner/Agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder, and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Rental Agreement. All remedies provided herein are cumulative and are in addition to those provided by California Law.



30. ARBITRATION OF PERSONAL INJURY DISPUTES. ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE APARTMENT COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION. Any such arbitration shall be held and conducted in the city in which the premises are located before an arbitrator, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations; b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions; c) Each party to bear their own respective fees and costs relative to the arbitration process; d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both Owner/Agent and Tenant, and all such fees and costs must be advanced prior to the arbitration; e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit the Owner/Agent's rights in the event of Tenant's breach or default under this agreement, including without limitation Owner/Agent's right to bring an action for Unlawful Detainer under the laws of the State of California.

31. ATTORNEYS' FEES. If any legal action or proceeding is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this agreement, the parties agree that the reasonable attorney's fees shall be awarded to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of the Civil Procedure of the California Rules of Court.

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

33. STATE OF CALIFORNIA PROPOSITION 65. The state has identified hundreds of chemicals known to cause cancer and/or birth defects and other harm. In addition, state law requires that businesses with 10 or more employees post warning signs of the potential exposure to any such chemicals. Given that these chemicals are contained in commonly used products, Owner/Agent has posted warning signs in compliance with the state law. For additional information, please refer to www.oehha.ca.gov.

34. GENERAL. Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants and conditions stated therein. Tenant acknowledges receipt of a copy of this agreement with all addenda.

If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month tenancy upon the expiration of the Fixed Term Lease only upon Owner/Agent's acceptance of rent for any period of time after the expiration date of the Fixed Term. If this agreement is converted to a month-to-month tenancy, either party may terminate the agreement by giving appropriate written notice.

Debbie Previtali _____ Date 5-1-23
Date Tenant _____ Date Tenant

Anthony Gentile _____ Date 5-1-23
Date Owner/Agent _____ Date Tenant



License



Location Map

Borrower	Anthony Gentile			
Property Address	1199 E 9th St # 920			
City	Chico	County	Butte	State CA Zip Code 95928
Lender/Client	HomeXpress Mortgage Corp			



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she becomes aware of during the research involved in performing the appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has included a floor plan in the appraisal report, which was completed as part of the data collection process that shows the approximate dimensions of the improvements. The floor plan is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has relied upon data provided by third-parties in this appraisal report. Such data may include, but is not limited to, flood maps, multiple listing real estate services, surveys, engineering reports, and property data aggregations. After examination of the data and data sources, the appraiser has used only the data he or she considered reliable. The appraiser makes no guarantees, express or implied, regarding the accuracy of this data.
4. Unless noted otherwise, the appraiser has relied on interior and exterior subject property data obtained through a third party inspection. Such data includes, but is not limited to, a floor plan, photographs, and property characteristics. After examination of the data and data sources, the appraiser has used only the data he or she considers reliable. The appraiser assumes that the property characteristics have not changed since the date of the property data report.
5. The appraiser will not give testimony or appear on court because he or she has made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
6. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
7. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
8. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
9. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) obtain and review adequate and reliable information for the subject property including, but not limited to, property data based on interior and exterior property data collection, public and/or private data records, and information as described by the appraiser in the appraisal report (2) research, verify, and analyze adequate and reliable data from public and/or private sources for the subject market area including data for each comparable property reported and (3) report his or her analysis, opinions, and conclusions in this appraisal report.

Inspector: Robert Milbrodt


Clarification on Scope of Inspection: Per the scope of work identified, the visual interior and exterior inspection was not completed by the appraiser, however, was completed by the above named inspector who collected the information through an internal and exterior inspection. The information provided is deemed sufficient to comply with the requirements of the scope of work.

CERTIFICATION: The appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I did not perform a personal visual inspection of the subject property as part of this appraisal assignment. I reported the condition of the improvements in factual, specific terms, relying on subject property information from a third party inspection. I reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
5. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
6. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
7. The appraiser is not an employee of the company or individual(s) ordering this report and my engagement or compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
9. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
10. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
11. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
12. I have knowledge and experience in appraising this type of property in this market area.
13. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
14. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

ADDRESS OF PROPERTY ANALYZED: 1199 E 9th St # 920, Chico, CA 95928

APPRAISER:

Signature: 
 Name: Steven R Romer
 Title: Certified General Appraiser
 State Certification #: 3007898
 or State License #: _____
 State: CA Expiration Date of Certification or License: 08/31/2024
 Date Signed: 10/04/2023

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 Designation: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property