

## Residential Lease Agreement for Sebastopol, CA

THIS RESIDENTIAL LEASE AGREEMENT (“Lease”) is made as of the Effective Date between Landlord and Resident(s). Landlord leases to Resident(s), and Resident(s) leases from Landlord for the initial term beginning on the Lease Start Date and ending on the Lease End Date, the Premises as set forth and in accordance with the terms and conditions below, including any Addendum attached to this Lease.

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**Parties**

Landlord (also known as Property Owner): **608 Sparkes Rd LLC** (hereinafter referred to as “Landlord”)  
Resident:  (hereinafter collectively referred to as “Resident”)  
Resident along with the following other Occupants: **None** being all the allowed and authorized Residents and Occupants of the Premises.

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**Premises**

**608 Sparkes Rd, B, Sebastopol, CA 95472** (herein referred to as the “Premises”)

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**Rent**

per month

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**Additional Rent and Fees**

**Monthly Garage/Carport/Parking/Storage Unit: \$0.00**  
**Monthly Washer/Dryer: N/A**  
**Monthly Pet Fee: N/A**  
**Late Fee: \$25.00 daily**

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**Security Deposit Amount**

**\$1,500.00**

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**Term**

Lease Start Date:   
Lease End Date:

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**Effective Date**

7/5/2023  
[To be filled in with the date of execution of Lease by all parties.]

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**Lease Term**

The Term of this Lease shall commence on Lease Start Date and end on the Lease End Date. Landlord shall not be liable for any damages in the event the Premises are not available for occupancy on the Lease Start Date.

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**Automatic Renewal**

This Lease will automatically renew on a month-to-month basis unless written notice of termination is given by either party as required by this Lease. In the event this Lease extends beyond the Term on a month-to-month tenancy, such tenancy shall then terminate only on the monthly anniversary of the lease end date.

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**Lease Termination**

Except for automatic month-to-month renewals described above, any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Resident and Landlord. Oral move-out notices will not be accepted and will not terminate the Lease. It is Resident's responsibility to ensure Landlord has received a written notice to terminate the Lease or vacate the Premises.

Either party may terminate this Lease at the end of the initial Lease term by notifying the other party in writing at least thirty (30) days prior the Lease End Date. A written notice given by either party less than thirty (30) days before, but prior to, the Lease End Date will be effective thirty (30) days from the day the written notice is given.

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**Rental Payment**

Resident shall pay total Monthly Rent on or before the **1st day of each month** by 5:00 p.m. local time without demand or notice by Landlord. Resident shall pay all sums under this Lease when due with a **4 day grace period**, and Landlord may demand any sum due under this Lease on the date it is due. Resident shall pay all amounts due under this Lease by the following methods, or at such other place or in some other manner as Landlord may designate in writing:

- **Online Rent Payments with Apartments.com**

If this Lease starts on a date other than the first day of any month, the rent for the partial month shall be computed based upon a daily rate, which shall be calculated by dividing the total monthly rent by the number of days in the applicable month and shall be due upon execution of the Lease. If at any time any prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this Section. Resident waives all rights to deduct or offset any sums from rent, whether such rights exist now, or arise after the Lease Start Date except as may be expressly permitted by applicable law.

Notwithstanding the foregoing, nothing herein or elsewhere in the Lease shall be deemed to constitute a waiver of any right or remedy provided to Resident by applicable law, which

right or remedy may not be waived pursuant to such applicable law.

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**Late Charges**

If Landlord has not received the total monthly rent from Resident for any given month on or before the date of the month such rent is due, subject to any grace period, Resident shall owe and pay a late charge as follows: **\$25.00 daily**. Payments received at any time after the office is closed for the day or on a holiday or other day when Landlord's office is not open for business will not be credited to Resident's account until the next business day, and a late fee may be incurred. Electronic payments will be credited to Resident's account at the time that electronic transfer is initiated. Resident acknowledges that the late payment of rent will cause Landlord to incur certain administrative costs and expenses, the amount of which would be difficult or impractical to ascertain. The parties agree that the late charges stated above represent a fair estimation of the administrative costs and expenses that the Landlord may incur. Time is of the essence with respect to all payments under this Lease.

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**Returned Checks/ Electronic Payment**

In the event any rent check or any other check written by Resident or any direct debit, ACH, or other electronic payment made by Resident is dishonored, returned, or rejected by the bank or is otherwise unsuccessful, Resident shall pay Landlord a service charge in the amount of **\$100.00** in addition to the amount of the check or payment, any late charges, and any other amounts owed. Dishonored, returned, rejected, or unsuccessful checks, direct debits, ACH transactions, or other electronic payments shall be redeemed only by cashier's check, certified check or money order. Dishonored check(s) are any checks that are dishonored or not paid upon presentment for any reason. If Resident tenders to Landlord two or more dishonored checks, Resident shall without notice, demand, or request make all further payments to Landlord in certified funds (cashier's check, certified check or money order). Nothing in this Lease shall constitute a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages or repossession of the Premises for non-payment of any installment of rent when and as the same becomes due and payable.

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**Security Deposit**

Resident agrees to pay a Security Deposit equal to **\$1,500.00** on/or before signing of this Lease. Any sums due or owing by Resident to Landlord may at any time be deducted from said Security Deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the Security Deposit within five (5) days after notice of any such deduction is given and Resident may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy.

Resident's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit. Resident remains liable for and shall promptly pay

Landlord all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages or repairs. Upon vacating for any reason, if Resident does not leave the Premises in as good of condition as when received by Resident from Landlord, normal wear and tear excepted, Landlord may apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. Landlord agrees within 21 days after termination of this Lease or surrender and acceptance of the Premises whichever occurs last, to mail to Resident at Resident's last known address a written statement listing the reasons for all deductions against the Security Deposit together with a refund of the balance, if any, of the Security Deposit, as required by state law. To the extent that such notice sets forth any balance due to Landlord after the Security Deposit has been fully applied, Resident shall have thirty (30) days to pay such amount to Landlord (in the same manner permitted for the payment of rent), after which such balance shall bear interest at the rate of 5% per annum. Prior to vacating, Resident shall provide in writing to Landlord and the U.S. Postal Service each Resident's individual forwarding or new address. Resident agrees that any change of forwarding or new address provided by Resident to Landlord shall only bind Landlord if received by Landlord. If more than one person signed this Lease, Landlord may issue one check for the Security Deposit refund payable jointly to all Residents and mail such check to any last known, forwarding, or new address of any Resident.

In the event of a sale of the Premises by Landlord, Landlord has the right to transfer the Lease and to transfer the Security Deposit to the purchaser, transferee or buyer for the benefit of Resident. After such sale and providing Resident with written notice of the transfer of the Security Deposit as required by law, Landlord shall be considered released by Resident from all liability for the return of the Security Deposit.

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**Premises Condition**

Resident has the right to inspect the Premises prior to signing this Lease and Resident agrees that Resident has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this Lease. By signing this Lease, Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged in writing by Landlord. By taking possession of the Premises, Resident agrees and evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good- working condition and that any exception has been or will be delivered to Landlord in writing within 48 hours of taking of possession of the Premises. Except as prohibited by law, Landlord makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Lease (excepting normal wear and tear). Resident will return the Premises to the Landlord in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Landlord, which permission may be withheld for any or no reason. Resident agrees to keep the



Premises free from clutter and in a clean condition, including ensuring that the Premises are not a fire or safety hazard. If Landlord determines, in its sole discretion, that the Premises is unclean, too cluttered, or a fire or safety hazard, Resident agrees to remedy the problems with appropriate notice.

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## Utilities

Unless expressly stated below, all utility services including, without limitation, electric, gas, water, sewer and garbage collection shall be provided to the Premises at Resident's expense and paid for by Resident. Such utilities may be billed to Resident on a separate metering and/or billing basis either directly from the utility provider or on a square footage or other billing basis as decided by Landlord. Landlord may modify the method by which utilities are furnished to the Premises and/or billed to Resident during the term of this Lease including, but not limited to, metering of the Premises for certain utility services or billing Resident for utilities previously included within the rent.

Resident must transfer utilities to the name of Resident on or before the move-in date and remains responsible for all utilities throughout the term of the Lease. Resident shall be assessed a utility transfer fee of **\$0.00 per utility** which is not transferred to Resident's name by date of move-in or is removed from Resident's name before the end of this Lease. Resident agrees to pay all utility charges assessed by utility companies (or Landlord in the case of utilities billed to Resident by Landlord) in connection with the use of all utility services provided to the Premises during the term of this Lease, as such term may be extended, or the period of occupancy of the Premises by the Resident, whichever is longer. The utility charges include, without limitation, usage fees and assessments, utility deposits, late fees, transfer fees, and disconnect fees. If Resident fails to pay any utility charges, and Landlord is assessed by the utility company for such charges, then Landlord may pay these utility charges to such utility company and subtract a like amount from Resident's Security Deposit, make an immediate demand for payment and expect immediate reimbursement from Resident.

Landlord agrees to provide for these utilities to the resident as a part of or in addition to the rent: **Electricity, Internet, Propane/Natural gas, Recycling, Water/Sewer, Trash collection**

If Landlord provides cable TV at the Premises, Landlord may change the cable channels or services provided, including discontinuing such service, at Landlord's sole discretion, during the Lease Term.

Except for any utilities provided by Landlord, Resident shall maintain utilities services to the Premises at all times throughout the term of this Lease. Landlord shall not be liable for any interruption or failure of utility services required to be furnished by Landlord to the Premises (if any) or any damages directly or proximately caused thereby, the only obligation of Landlord being reasonable diligence in its efforts to restore such services.

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Resident agrees that the Premises are to be used and occupied by Resident and other

**Use/Occupancy**

approved Occupants solely as a private residence in compliance with all local ordinances and laws, not for any unlawful purpose, and not for any other purpose, including any business purpose. Conducting any kind of business in the Premises is prohibited. Resident and Resident's Occupants and guests shall not sell or solicit for sale anything out of or on the Premises. Except as provided by law, Landlord may exclude or prohibit from the Premises any former residents who were evicted or breached their lease, or any guests or others who, in Landlord's reasonable judgment, have been violating the law, violating this Lease, or disturbing, annoying, or threatening other residents, neighbors, visitors, or Landlord, or its employees and agents. Resident agrees not to permit, commit, or cause any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance about the Premises, and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others. Occupancy by guests remaining over [ten (10)] cumulative days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Landlord.

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**Conduct and Criminal Activities**

Resident and Resident's Occupants and guests shall not engage in, commit, facilitate, or permit unlawful or criminal activities whether or not such unlawful activities occur in, near, or, about the Premises. Resident shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Landlord to be in violation of the same. Resident agrees that the conduct of Resident and Resident's Occupants and guests shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident is responsible for the actions of its guests, Occupants, invitees, and others on the Premises due to Resident. Resident shall be liable to Landlord for any damages to the Premises regardless of who caused the damage unless specifically caused by Landlord or Landlord's actions or inactions as described herein. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The commission of a criminal act by any Resident or Occupant of the Premises, whether occurring on the Premises or otherwise, shall be considered a default of this Lease. The commission of a criminal act by a guest or invitee of any Resident or occupant of the Premises while on the Premises shall be considered a default of this Lease by Resident. Criminal activity includes, but is not limited to, any violent criminal activity or drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession of a controlled substance or marijuana under state or federal law. Violation of this provision or if Landlord has reasonable cause to believe that Resident has violated this provision constitutes material non-compliance with the terms of this Lease. Notwithstanding any other provision in this Lease, such violation may be grounds for Resident's eviction. Resident's failure to disclose any criminal conviction, including but not limited to past criminal convictions, or Resident's registration of the address of the Premises on any list of registered sex offenders or similar list or compilation is a breach of this Section and this Lease. Because

Resident and Landlord agree that a violation of this Section constitutes a substantial, material, incurable breach of this Lease, Resident waives any and all legal rights of any kind to claim or insist that Landlord must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Premises unless otherwise required by applicable law. Upon any violation of this Section by Resident, Landlord may terminate Resident's right to occupancy without terminating the Lease or Resident's obligation to pay rent as set forth in the Lease. Unless required by law, Landlord shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession.

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**Rules and Regulations**

Landlord has established certain rules and regulations with respect to the Community and the Premises ("Rules and Regulations"). Some of these Rules and Regulations appear in this Lease and others may be delivered to Resident or posted in recreational, storage, service, and amenity areas. Failure to adhere to Rules and Regulations, by Resident or any Occupants or guests or invitees will constitute a material breach of this Lease.

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**Compliance with Rules and Regulations**

You agree and understand that additional Rules and Regulations may be established by Landlord at any time during the initial or a renewal term. Such additional Rules and Regulations shall be effective after being delivered to Resident or otherwise conspicuously posted in the Community or Premises.

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**Maintenance and Repairs**

In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Landlord's representatives immediately. Landlord shall act with diligence in making repairs; the Lease shall continue, and rent shall not abate during such periods. Resident may not hire or allow any third party to perform work on the Premises without Landlord's prior written approval (or as allowed by law). Resident is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Resident is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, Occupants, animals, guests or others. Resident shall indemnify Landlord from any liability to any third party. Landlord may assess costs for damages when they occur. Resident shall use reasonable diligence in care of the Premises and shall maintain the Premises in a safe and sanitary condition, including but not limited to, the timely and proper disposal of all garbage and maintaining a reasonable temperature in the Premises. Resident will be responsible for any damage to the Premises caused by Resident, Occupants or Resident's guests. No alterations, additions or improvements shall be made to the Premises without the prior written consent of the Landlord, which consent may be withheld for any or no reason. If such changes have been made by Resident without Landlord's consent, Resident will be responsible for the restoration of the Premises

to its original condition on or before move-out. Resident agrees to notify Landlord immediately if any part of the Premises is in need of maintenance or repair.

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**Security**

Landlord does not promise or in any way guarantee the safety or security of Resident or Resident's guests or Occupants person or property against the criminal actions of other residents or third parties. Landlord has no obligation to run criminal background checks on any other resident or occupant of the property. Resident acknowledges that he/she has the responsibility at all times to take reasonable safety precautions to protect himself or herself and their property from crime at the Premises and to contact the appropriate law enforcement agency in the event of a crime. Resident agrees to promptly notify Landlord in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, and any other security-related device. Resident and Resident's guests acknowledge that no representations or warranties, either express or implied, have been made regarding the Premises or community being free from or having low rates of crime or as to any security or any security system at the Premises. Resident acknowledges that the foregoing shall also be binding upon Resident's guests, heirs, successors and assigns.

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**Surrender of Premises**

The Premises will have been surrendered on the date that Resident delivers possession of the Premises to Landlord and removes all personal property and possessions, the Premises is not occupied by any persons, and all keys and access devices have been turned in to the Landlord at the location designated by Landlord or where rent is paid.

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**Abandonment**

The Premises will have been considered abandoned when, in Landlord's reasonable judgment: (1) all Residents and Occupants appear to have moved out; and/or (2) clothes, furniture, and personal belongings have been substantially removed from the Premises; and/or (3) the Premises appear abandoned while the rent is due and unpaid. Surrender or abandonment ends Resident's right of possession for all purposes but does not discontinue Resident's obligation under the Lease unless Landlord so agrees in writing.

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**Actions After Surrender or Abandonment**

After the surrender or abandonment of the Premises, Landlord shall have right, without notice, to replace the locks at the Premises, remove or store any personal property left at the Premises, and re-lease the Premises. Landlord may take all of the above actions without a judgment for possession, writ of restitution or other similar order of the court, and shall have no liability for any such actions.

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**Casualty and Condemnation**

Resident shall immediately notify Landlord in the event of damage to the Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing or electrical wiring malfunctions. If the damages are such that occupancy can be continued, in Landlord's opinion, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Landlord's opinion, the Premises are damaged as to be unfit for occupancy, and Landlord elects to make repairs and the damage was not caused by Resident's negligence or intentional conduct (or the negligence or intentional conduct of any of Resident's guests), the rent provided in this Lease shall abate during the period of time when the Premises are not fit for occupancy, to the extent the Premises are uninhabitable (but only if Landlord does not make alternate housing available to Resident), but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the Premises are damaged or destroyed so as to be, in the sole discretion of the Landlord, incapable of being satisfactorily repaired within a reasonable period of time in Landlord's judgment, then this Lease shall terminate and Resident shall be liable only for Lease obligations up to the date of such damage or destruction (provided that Resident or Resident's guests were not responsible for the damage or destruction). In the event any damage is caused by Resident or Resident's guests of either a negligent or intentional nature, this Lease may be terminated by Landlord. In the event the Premises are condemned or access is restricted as a result of any type of governmental action or damage to the Premises, Landlord shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by Landlord if Landlord determines in its sole discretion that the Premises are damaged to the extent that they are uninhabitable. If such action is taken, Resident shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action or damage relates to actions of Resident, Resident's guests, or Occupants. In the event this Lease is terminated pursuant to this provision. Resident shall be responsible to take all steps necessary to have his/her contents immediately removed at Resident's expense.

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**Notices**

Except as otherwise required by applicable law or set forth in this Lease, any notice required by this Lease shall be in writing and shall be deemed to be given and/or delivered:

- By Landlord to Resident if: (a) delivered personally; (b) sent to any email address on file with Landlord as provided by Resident; (c) posted to the Premises door; (d) mailed by U.S. First Class Mail to the Premises; or (e) if Resident has vacated, mailed by U.S. First Class Mail to the last known address for Resident or any one of Resident.
- By Resident to Landlord if delivered to and received to the following address: **608 Sparkes rd, Sebastopol, CA 95472.**

Email addresses are used for the purpose of informing residents about events and promotions concerning the Premises, notifications relating to safety and maintenance and notifications concerning Resident's contractual obligations under this Lease. Generally, Resident may opt out of such emails related to events and promotions, but Landlord reserves the right to send Resident and Resident agrees to receive information via email regarding safety, maintenance and other issues, including those related to contractual obligations. Resident understands that opting out of emails related to events and promotions may result in Resident not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Resident in this Lease, or any adult Occupant, or sent to any email address on file as provided by Resident, constitutes notice to all persons named as a Resident in this Lease.

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**Right of Entry**

Landlord shall have the right to enter upon the Premises at all reasonable hours, including weekends, for the purpose of inspecting the same, making necessary repairs, showing the apartment to a prospective Resident, purchaser or mortgagee, if same appear to have been abandoned or surrendered by Resident, if Landlord has good cause to believe the Premises may be damaged, pursuant to a Court order, in the event of an emergency or as otherwise permitted by law. Resident may not interfere with Landlord's entry for such purposes. If Resident restricts Landlord's access, Resident may be held responsible for all costs associated with such interference, including but not limited to hourly rates for service providers. Landlord may access the Premises during reasonable business hours for the purpose of pest control treatment, and Resident agrees to cooperate with any such treatment, including, but not limited to, any pre- or post-treatment cleaning, moving of furniture or personal property, laundering of clothing, removal of infested personal property and restraining of animals. Landlord shall give Resident reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. If Resident is not present at the Premises, then Landlord will have the right to make such entries by duplicate or master key. Any request for maintenance or repairs shall be deemed to give Landlord authority to enter the Premises without requiring notice or further permission. Landlord may secure the Premises at any time Landlord deems, in its sole discretion, that the security of the Premises may have been compromised, including but not limited to death of a Resident, incarceration or hospitalization of a Resident, usage of the Premises by non-residents, and protection of Landlord's assets or security.

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**Limited Liability**

Except as otherwise provided by law, Landlord will not be liable to Resident, Occupants or Resident's guests for any damage or losses to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Landlord will not be liable to Resident, Occupants or Resident's guests, for personal injury or damage or loss of personal property from theft, vandalism, fire, flood, tornado, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, earthquake, storms, sewerage,

streams, gas, sonic booms, smoke, electrical surge, interruption of utilities, or other causes whatsoever or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances unless such injury, loss or damage is caused by the gross negligence of Landlord. Resident is responsible for any damage to the Premises caused by the Resident, any Occupant or Resident's Invitees, guests and/or their pets. This liability extends to service calls pertaining to appliances, plumbing pipes and fixtures, garbage disposal, etc., when the malfunction is deemed to be caused by misuse by the Resident, any Occupant or Resident's guests or invitees. Resident agrees to indemnify, reimburse if necessary, and hold Landlord harmless from and against any and all claims for damages to property or person arising from Resident's use of the Premises, or from any activity, work or thing done, permitted or suffered by Resident, any Occupant or Resident's guests or invitees in or about the Premises. If any damage to the Premises occurs, caused by Resident, any Occupant or Resident's guests or invitees, which is deemed by Landlord to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute. If any of Landlord's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service. Notwithstanding the preceding sentence, Landlord and Landlord's employees are under no obligation to provide any such services and shall not be liable for damage, loss or theft of Resident's packages or cleaning entrusted to Landlord or its employees.

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**Move Out Early**

If Resident does not fulfill the entire Lease term (even if such failure is due to eviction by Landlord), Resident shall be liable to Landlord for the costs incurred by Landlord as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Lease. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the Premises. If Resident vacates prior to the Lease End Date, all future rents under this Lease shall accelerate and become immediately due. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice and/or writ of occupancy or possession shall terminate occupancy but not the obligations to pay rent and other obligations under this Lease. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Resident from obligations for future rent until such time as the Premises have been re-let or the expiration of the initial term whichever occurs first. Eviction at the end of a term shall still obligate Resident to pay for the time notice should have been given as required by this Lease for vacating the Premises.

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The following events shall constitute events of default: (a) failure to pay any rent, deposits



**Resident Default**

or other amounts agreed to herein or any other sums due and owing by Resident to Landlord pursuant to any terms of this Lease and addendum; (b) failure to perform all or any part of this Lease or a violation of this Lease or any of the rules and regulations adopted by Landlord or of any law; (c) Resident's abandonment of the Premises as set forth in the "Abandonment" section of this Lease; (d) violation by Resident, an Occupant, or any guest of any state, federal, or local law or ordinance including the violation of any such law by an occupant or resident while living in the Premises regardless of where the violation occurs; (e) violating the "Conduct and Criminal Activities" section of this Lease; (f) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current Lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties).

In the event of a default by Resident and after service of applicable notice and a failure by Resident to cure within the applicable time period, Landlord may terminate the Lease and Resident's right of occupancy in accordance with applicable state statute. An actual physical eviction under a writ of possession or restitution, termination of possession of rights or subsequent reletting by Landlord shall not release Resident from liability for future rentals under this Lease. Acceptance of monies at any time will not waive Landlord's right to recover property damages, past or future rent, or other sums due. Receipt of rent or the taking of any legal action shall not be construed as a confirmation or renewal of this Lease. The provisions of this paragraph are not in lieu of, but are in addition to, all other legal remedies available to Landlord under the laws of the state in which the Premises is located. The waiver by Landlord of any default under this Lease committed by Resident shall not constitute nor be held or construed as a waiver of any subsequent or other default.

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**Joint and Several Liability**

Each person executing this Lease is fully and personally liable and obligated for the promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent, additional rent and other amounts due under this Lease. In the event of default, Landlord may enforce Landlord's rights under this Lease against each person individually, or against all the persons. Landlord's notice to any Resident constitutes notice to all Residents and Occupants.

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**Disability**

It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Resident shall notify Landlord of any need relating to a disability or handicap (in writing if possible) to ensure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Landlord of any needed accommodation, Landlord shall not be liable for damages suffered by Resident. Except as provided by law, it is agreed that Landlord is under no obligation to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Landlord and Landlord has had the opportunity to grant or deny the accommodation or modification. Landlord may deny any request that



does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request

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**Fair Housing**

Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, religion, color, sex, national origin, familial status, disability, age, marital status, or any other classification protected by federal, state, or local law applicable in the jurisdiction where the Premises is located.

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**Insurance**

Resident acknowledges and agrees that Landlord carries insurance for its protection and that Resident is not a beneficiary of such insurance. Resident shall be responsible to Landlord for all costs of repair for damages as stated herein and within this Lease regardless of insurance that Landlord may carry. Resident acknowledges that Landlord shall not be liable for damages caused to it or its property due to the actions or inactions of other residents, and Resident acknowledges that it shall be Resident's own obligation to insure his or her personal property.

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**Subordination**

This Lease as executed is subject and subordinate to the mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this Lease and any renewals, extensions, or modifications thereof, and subject to the provisions of any regulatory Lease with any Housing Authority and others that burden such property. Upon notice, Resident agrees to be the tenant of a new landlord or Landlord of the Premises upon such new Landlord's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Lease.

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**Resident Information**

If Resident has supplied information to Landlord by means of a rental application or similar instrument, Resident covenants that all such information is accurate and was given voluntarily and knowingly by Resident. Likewise, Resident agrees to promptly notify Landlord if any such information changes. If any such information proves to be false, incomplete or misleading that shall constitute an event of default and, Landlord shall have the right to terminate this Lease, upon serving Resident with a written three (3) day notice to quit, in which event Resident shall surrender the Premises. Resident expressly authorizes Landlord, its agents, attorneys, and/or any other designees to use Resident's social security number(s), date(s) of birth, and any other information about or related to Resident from Resident's rental application or otherwise supplied to Landlord as a part of this Lease to confirm or inquire about Resident's military status at any time and for any reason by using the Service members Civil Relief Act (SCRA) website operated by the U.S.

Department of Defense and/or by using any other third-party website that operates for this same purpose.

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**Assignment and Subletting**

This Lease may not be assigned by Resident nor can Resident sub-let the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and like entities). Resident shall not list the Premises for purposes of sub-leasing or vacation type rental.

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**Military Release**

Resident may terminate the Lease if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may also terminate the Lease: (1) If Resident is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President and (2) Resident receives orders for permanent change-of-station, receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more or is relieved or released from active duty. After Resident delivers to Landlord a written termination notice and a copy of Resident's military orders (such as permanent change-of-station orders, call-up orders or deployment orders), the Lease will be terminated under this Military Release 30 days after the date on which the next rental payment is due. Military permission for base housing constitutes a permanent change-of-station order. Resident must pay rent through the effective date of the termination date and make satisfactory arrangements to pay all costs incurred by Landlord to repair damages to the Premises, ordinary wear and tear excepted. For purposes of this Lease, orders described above will only release the Resident who qualifies under (1) and (2) above and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not Resident's spouse or legal dependent cannot terminate under this Military Release. Resident must immediately notify Landlord if Resident is called to active duty or receives deployment or permanent change-of-station orders.

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**Smoke and Carbon Monoxide Detectors and Fire Extinguishers**

Landlord will furnish smoke and carbon monoxide detectors as required by law and provide working batteries when Resident first takes possession. Subsequently, Resident is responsible to test and replace batteries monthly as needed. Resident must immediately report any malfunctioning or defective smoke or carbon monoxide detectors to Landlord in writing. Smoke and/or carbon monoxide detectors may not be disconnected. Resident will be liable to Landlord and third parties for any loss or damage from fire, smoke, or water if that condition arises from Resident's disconnecting or failing to replace batteries, or from failure to report malfunctions. RESIDENT IS ADVISED TO TEST THE SMOKE AND CARBON MONOXIDE DETECTORS FREQUENTLY. Resident agrees to notify Landlord if

fire extinguisher is malfunctioning or has been discharged, if provided by Landlord. If not provided, Resident is required to maintain a 5-pound ABC fire extinguisher.

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**Background/Credit Checks**

Resident agrees that Landlord may conduct background, criminal history, and credit checks at any time after application, during the term of this Lease. Resident grants consent to Landlord and its agents to disclose information about Resident so long as Resident has an obligation under this Lease.

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**Security Services**

From time to time, Landlord may temporarily enlist the aid of supplemental security devices or services at the Premises, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Landlord reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time, and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Landlord.

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**Criminal Background Checks**

Landlord has no obligation to obtain criminal background checks on any person living, working, or visiting on the Premises. If Landlord obtains a criminal background check on a person on the Premises, it does not imply or require that Landlord will obtain any other background check on any other people on the Premises and does not obligate Landlord to notify any Resident or Occupant that Landlord obtained a criminal background check or to notify any Resident or Occupant of the contents or information contained in any such report. Landlord makes no representation or warranty, and cannot make any representation or warranty, that any resident, occupant, worker, guest, or invitee on the Premises does not have a criminal background.

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**Security System**

If the Premises has an individual security system in it, Landlord did not necessarily install, design, or manufacture the security system, and Landlord does not activate, operate, maintain, or monitor the security system. Resident agrees that Landlord shall have no liability whatsoever with respect to the installation, design, manufacture, use, operation, maintenance, monitoring, effectiveness, or functionality of the security system. It is Resident's decision whether to activate the system, and any such activation must be arranged through an independent security company under an agreement with it. In the event Resident activates an individual security system, Resident shall without delay provide Landlord with the name of the security company that has installed, will install, or monitors the system, any codes or passwords, as well as any other information that Landlord may request regarding the system, its operation, or maintenance. Resident agrees that it is

Resident's responsibility to learn from the security company how to properly operate the security system, and Resident understands that the security company is solely responsible for all aspects of the security system. Whatever amounts the security company charges Resident for the use of the security system are payable directly to that company and Resident, not Landlord, is responsible for the payment of such charges. Landlord is not responsible for the acts or omissions of the security company and does not guarantee or warrant the services of the security company in any respect. Resident agrees to hold Landlord harmless from any and all claims for losses of any type arising from any aspect of the security system, and each Resident or Occupant agrees to look to his or her own insurance for any loss due to personal injury, death, or property damage.

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**Use of Amenities**

Resident agrees to comply with all Rules and Regulations and policies now or hereafter set forth by Landlord regarding the use of Community amenities such as laundry rooms, swimming pools, playgrounds, sport courts, tennis courts, Jacuzzis, saunas, barbecues, or any other amenities. Resident's use of any amenity is a privilege and not a right or a contractual obligation of Landlord. Landlord may restrict Resident from using any amenity in Landlord's sole discretion if Resident violates amenity related rules or policy. Resident acknowledges that the availability of amenities is subject to change in Landlord's sole discretion and that any such change shall not constitute a breach of this Lease. Resident agrees to indemnify and hold Landlord and Landlord's agents harmless from any cost, expense, loss, damage, or lawsuit resulting from any injury to Resident's property, Resident, Resident's family, guest, invitee, or any person as a result of the use of any amenity. Landlord may regulate, limit, or prohibit from the Premises and Community common areas motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, and solicitors. Resident's failure to abide with, failure to comply with, or breach of the Rules and Regulations is a default under this Lease and subjects Resident to eviction. [In consideration of the right to use the recreational, pool, or fitness center health facilities and amenities at the Premises, the Resident acknowledges and agrees to reimburse for and hold harmless, indemnify and defend Landlord and Landlord against any and all property damage, loss, liabilities, liens and expenses arising directly or indirectly from use of such facilities by Resident or Resident's Invitees. Resident, for itself and Resident's Invitees, agrees to use reasonable care of such facilities and amenities and to comply with all rules to such facilities. Resident and any guests agree to assume all risks as to using the facilities.]

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**Landlord's Broker and Agent**

Landlord may be represented by a real estate licensed broker("Broker") who is subject to the provisions of the real estate laws of the state. It is acknowledged and agreed that such Broker only acts for Landlord and is not representing Resident in any capacity. All obligations of this Lease are the responsibility of Landlord not the Broker. Landlord may

have the Broker act in its behalf, but such shall not grant to Resident any rights as against Broker. Resident acknowledges they have chosen not to obtain a real estate licensed broker to represent them in this transaction. Landlord also may have a manager or other agent act on its behalf with respect to this Lease (the "Agent"). Resident understands that if the Agent is involved in the Lease, that they have received written authority to act in all matters concerning this tenancy as Landlord's authorized agent. All obligations of this Lease are the responsibility of Landlord not the Agent. The Agent for Landlord shall accrue and benefit from the covenants, waivers, releases, and indemnifications contained in the Lease documents to the same extent as Landlord.

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**Smoking**

Smoking is not allowed on the Premises. Resident specifically agrees to abide by the smoking policies of Landlord which prohibit smoking. This waiver shall apply to all residents, occupants, guests, and minors. Further Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage.

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**Contamination**

Resident agrees to defend, indemnify and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorneys' fees and court costs, that may be made as against Landlord (its officers, directors, employees, agents, Landlords, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Landlord. Resident further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the premises for any type of contamination or pests but may request that Landlord conduct such testing provided Resident prepays the costs of such testing. Landlord shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of Landlord who shall only be obligated to disclose positive results exceeding the legal limits. Resident further agrees that Landlord shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the premises resulting from mold, mildew or any other contamination. Resident shall indemnify Landlord from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's premises regardless of the source. Resident agrees to immediately notify Landlord of the existence of any mold, mildew, or other contamination within the premises. Failure by Resident to diligently inspect and notify Landlord of mold or contamination issues will result in Resident being liable for the damages to the premises caused by the mold or contamination.

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It is acknowledged that most pest problems result from the actions of residents and that

**Pests**

such problems often cannot be detected by Landlord. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that is brought into the premises or upon Landlord's property is free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches. Resident warrants and represents that none of the items brought onto Landlord's property or within the premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Landlord that no infested items will be brought into the premises or on Landlord's property. Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths. Resident agrees to assist in enforcement of this provision by reporting to management any violations. Resident agrees to notify Landlord immediately of any infestation or sighting of any pests within the premises. Resident may, upon written approval of Landlord, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify Landlord prior to such company entering the premises. All costs related to resolution of any pest problem shall be the responsibility of Resident. In the event it is necessary for Landlord to obtain pest control for another unit, a whole building, or the entire community. Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of Resident's actions or inactions. It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify Landlord and take appropriate action may result in additional units becoming infested. Landlord may require that Resident use specific pest control entities. All costs relating to resolution any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall indemnify and hold harmless Landlord from any and all damages relating to pests within the premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

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**Lien**

By this Lease, Resident grants to Landlord a security interest in any and all property which is placed on the property of Landlord pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Landlord. The right to execute and take possession upon this security interest shall become effective upon any rent or fees being due and unpaid. Landlord shall have the right to retain such property and utilize it to satisfy

any monies due under this Lease. Landlord may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the premises and shall be in addition to the statutory Landlord's Lien. Landlord may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items. Sale of items under this provision may take place with five (5) days written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Landlord within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Landlord.

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### Hold Over

If Resident has not given notice to vacate and with the consent of Landlord, Resident continues in possession of the Premises after expiration of any Lease Term, extension, or renewal, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease. If Resident becomes a month-to-month tenant, Resident shall pay Landlord for any month-to-month period, rent equivalent to the then current market rent for the Premises plus a month-to-month fee of **\$3,000.00**. If Landlord has not given Resident written notice of the current market rent for the Premises at least fourteen (14) days prior to the start of any month-to-month period, Resident shall pay rent for any month-to-month period equivalent to the last month of the preceding term, plus the month-to-month fee. Resident shall be liable for and pay all month-to-month fees without prior notice or demand from Landlord. Landlord may raise Resident's Rent when Resident is a month-to-month tenant or change any other lease provisions upon written notice to Resident as required by law prior to the first day of the month for which any rent increase or other lease change would be effective. The Lease shall then remain in effect on a month-to-month basis until terminated by either party in accordance with the Lease. If without the consent of Landlord, Resident continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. Resident shall owe and pay Landlord Rent in the amount of three (3) times the daily rent calculated by using the total monthly rent from the preceding month, for each day that Resident wrongfully holds over.

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### General

This Lease creates a possessory interest only, with the relationship of the parties hereto only being that of landlord and tenant. All covenants contained herein shall be binding upon and inure to the benefit of Landlord and Resident and their respective heirs, executors, administrators, assigns and successors. The Landlord's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Landlord from exercising any other right or remedy. No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Landlord. In the event

of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Premises is located. Time is of the essence of the Lease. It is hereby acknowledged and agreed by the Resident that CA law shall govern the provisions of this Lease Agreement. This Lease Agreement supersedes any and all previous agreement among the parties hereto for the Premises. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF IN A COURT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY UNDER THIS LEASE.

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**Miscellaneous**

All monetary obligations created by this Lease, except the security deposit, shall be deemed rent or additional rent.

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**Severability**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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**Addenda**

Resident acknowledges and agrees that any addenda or other related agreements that are attached to this Lease are incorporated herein and are considered part of this Lease.



## Signature

RESIDENT UNDERSTAND THIS IS THE LEASE AGREEMENT IN ITS ENTIRETY, INCLUDING ANY ADDENDA AND/OR ATTACHMENTS ATTACHED HERETO, THAT THIS IS A BINDING LEGAL CONTRACT AND THAT I HAVE READ THIS LEASE AND ALL ADDENDA AND ATTACHMENTS BEFORE SIGNING.

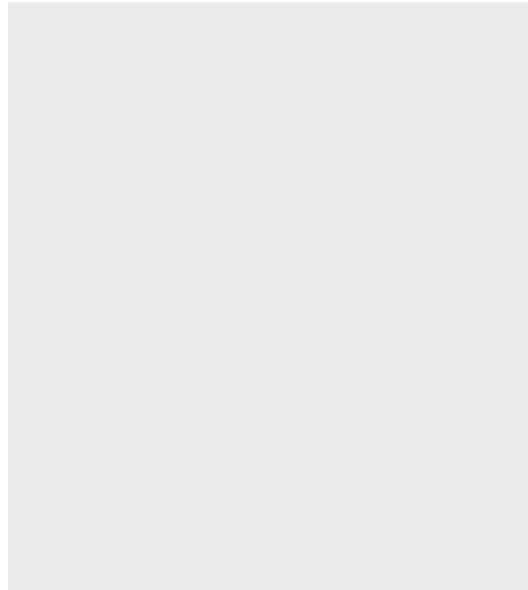
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDLORD:

Date:

RESIDENT:

Date:



## SPARKLE HOUSE

### Friendly Reminders

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The “friendly reminders” are meant to be just that: helpful guidelines to protect and strengthen our community.

#### Your Friendly Landlords

The owners of Sparkle House are Shannon Riordan and Jamie Lawson. Jamie also serves as the Property Manager and lives the Front Unit.

Jamie Lawson

530-339-2690

JLawson9795@gmail.com

Shannon Riordan

415-999-2403

ShannonRiordan99@yahoo.com

Emergency Back-up Contact (Jamie's Uncle and Shannon's partner)

Joseph Newfield

415-845-4845

josephnewfield@gmail.com

**In an emergency, Dial 911.**

**First of all, SAFETY: water, gas and fire extinguishers during emergencies**

WATER

The master shut off valve is in the mud room of JJ's Unit.

GAS

PG&E recommends that gas should only be shut off if there is a fire, a gas smell, or hissing from a gas pipe. Under no circumstances should the gas be turned back on after it is turned off. **A qualified technician from PG&E must do this.** There is a danger of blowing the meter out if it is turned back on improperly.

FIRE EXTINGUISHERS

Take a moment to be knowledgeable about where the fire extinguishers are in your unit and around the property.

### **Septic System**

Sparkle House is on a fragile septic system and it is imperative that you flush only toilet paper and natural waste. And nothing else. That means no wipes even if they say "biodegradable," or "flushable." No pads, no tampons, no dental floss, no hairbrush hair, etc.

### **Apartments.com**

We use Apartments.com as our property management platform for listings, screenings, applications, leases, payments via ACH, and maintenance. Feel free to create an account or download the app as a one-stop-shop of all relevant information such as payment history, lease documents, contact info, maintenance requests, etc.

### **Optional Cleaning Service**

Sparkle House's cleaning service comes around the end of each month. If you would like to add your unit to cleaning day, the fee is \$175 - just alert Jamie to make arrangements.

### **The Water is Fabulous!**

Sparkle House's water comes from an underground stream and is super super clean and pure! It is tested once a year. Bottled water is not needed at Sparkle House so please refrain from bringing in unnecessary plastic if you can.

### **Renter's Insurance**

Renters should carry a basic renter's insurance policy.

### **Community Spaces**

The Atrium Room, Lounge, Deck, and surrounding grounds are all shared community spaces. Please enjoy them and treat everything with respect in regards to cleaning up or noises that can travel.

### **Wood Burning Stoves**

The wood burning stoves are non-operational and should not be used.

### **Noise**

As for parties or other noise, please use common sense judgment. But if you need to reference a hard rule, per Sonoma County Police Code, sound must be "inaudible within a distance of 50 feet" from the property line between 10 p.m. and 7 a.m. This includes excessive dog barking.

### **Garbage, Compost and Recycling**

- Garbage (black bin) and Recycling (blue bin) and Compost (green bin) are picked up on Thursdays and the Jamie will be responsible for putting the bins out and taking them in
- Cardboard boxes should be broken down before being put into the recycling bin
- Please do not overstuff or stack things next to the cans otherwise the garbage collectors may refuse to pick up. If the cans are full, please hold off on placing stuff in the bins until they are emptied.
- Pet droppings should be in a compostable bag, placed in the **black** garbage bin, and not tossed in from a shovel – this keeps the garbage cans clean.
- If you have a cleaning service, please brief them on the garbage procedures.
- For more information on what goes where, google Sonoma County Recology to get to their website
- Starting January 1, 2022, composting is required by law in Sonoma County.
- Included in this document is guidance on what goes where.

### **Parking**

Each tenant will be provided a designated parking spot and should not park elsewhere; special exceptions are allowed, simply ask Jamie. Extra parking spaces may be available for an extra fee.

### **Dogs**

- Sparkle House is dog friendly and dog occasional dog barking is expected! But prolonged barking or whining over a long period of time could be considered a nuisance.
- Use best judgement to decide when a leash is necessary in common areas.
- Pick up after your dog immediately, place in a compostable bag, and put in the black bin.
- Damage caused by pets will be deducted from the security deposit and/or the pet deposit.
- There is a pet violation fee of \$500 for aggressive behavior on the premises.

### **Courtesy notices**

As a courtesy, please alert neighbors to unusual activity such as a party, long-term houseguests, etc.

### **DIY repairs, DIY gardening and other DIY things**

Tenants should not conduct DIY activities such as repairs, gardening/ landscaping, without Property Manger ok.

### **Utilities**

#### Gas and Electricity

The budget per unit for Gas and Electricity is based on average usage and is based on usage of \$157 a month. Should usage exceed that amount, the tenant will be responsible for the difference.

Propane for BBQ or Fire Pit

Reasonable use of propane is included in the rent. If you use more propane than others, use reasonable judgement and replace the tanks yourself from time to time. **ALWAYS turn off the propane after use by turning the knob LEFT. Don't leave Fire Pit, BBQ or heat lamps unattended.**

**Spare Keys**

If you get locked out, contact Jamie, who can direct you to a set of spare keys; please return them immediately after accessing your unit.

**The Definition of "Nuisance"**

Instead of a detailed listing of activities and behaviors that are allowed and not allowed, we foresee everybody exercising courtesy and using common sense about what may keep the peace at Sparkle House. The definition of a Nuisance is:

“No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of anyone else, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity.... No activity may be carried on that adversely affects insurance coverage or rates on the Property. No tenant shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may decrease the attractiveness, desirability or value of the Property.”

**Thank you for choosing Sparkle House!**

We love it here and know you will, too! Please do sign the guest book. After your stay we hope you will leave us a positive review; if anything is a concern, please discuss it first with Jamie.

**Enjoy!**

- Jamie and Shannon

# WHAT GOES IN THE RECYCLE BIN?

## ¿QUÉ VA EN EL CONTENEDOR DE RECICLAJE?

### METAL

Metal



- ✓ **Aluminum cans & steel**  
Latas de aluminio y acero
- ✓ **Aluminum foil & trays**  
Papel de aluminio y charolas

### PLASTIC CONTAINERS

Contenedores de plástico



- ✓ **Bottles (leave caps on)**  
Botellas (deje las tapas)
- ✓ **Containers**  
Contenedores
- ✓ **Clamshells containers**  
Recipientes de comida para llevar
- ✓ **Cups**  
Vasos

### GLASS

Vaso



- ✓ **Glass bottles & jars**  
(metal caps & lids too)  
Botellas y frascos de vidrio  
(tapas de metal)

### PAPER & CARDBOARD

Papel y cartón



- ✓ **Bags (paper only, no plastic)**  
Bolsas (papel solamente, no plástico)
- ✓ **Cardboard (non-waxed)**  
Cartón (sin cera)
- ✓ **Cereal boxes**  
Cajas de cereal
- ✓ **Office paper**  
Papel de oficina
- ✓ **Egg cartons (paper)**  
Cartones de huevos (de papel)
- ✓ **Envelopes**  
Sobres
- ✓ **Juice or soy milk boxes with foil liner**  
Cajas de jugo o leche de soya con forro de aluminio
- ✓ **Junk mail & magazines**  
Correo basura y revistas
- ✓ **Milk or juice cartons**  
Cartones de lecho o jugo
- ✓ **Newspapers**  
Periódico
- ✓ **Packing paper**  
Papel de embalaje
- ✓ **Phonebooks**  
Guías telefónicas
- ✓ **Sticky notes**  
Notas adhesivas
- ✓ **Wrapping paper (non-metallic)**  
Papel de regalo (no metálico)



### UNACCEPTED MATERIALS

Materiales no aceptados



- ✗ **Batteries**  
Baterías
- ✗ **Ceramic dishware or glassware**  
Vajilla de cerámica
- ✗ **Clothing, linens & rags**  
Ropa, sábanas y trapos
- ✗ **Coat hangers**  
Ganchos de ropa
- ✗ **Cork (natural & plastic)**  
Corcho (natural y plástico)
- ✗ **Electronics**  
Electrónicos
- ✗ **Food scraps**  
Restos de comida
- ✗ **Glass mirrors & windows**  
Espejos de vidrio y ventanas
- ✗ **Light bulbs**  
Bombillas de luz
- ✗ **Plastic bags, wrappers or film**  
Bolsas de plástico, envoltorios o plástico estirable
- ✗ **Plastic items mixed with metal, fabric or rubber**  
Artículos plásticos mezclados con metal, tela o goma
- ✗ **Plastics labeled "compostable"**  
Plástico etiquetado como "compostable"
- ✗ **Shredded paper**  
Papel en trizas
- ✗ **Soiled paper**  
Papel sucio
- ✗ **Styrofoam**  
Espuma de poliestireno
- ✗ **Waxed cardboard & paper**  
Cartón y papel encerado
- ✗ **Wood**  
Madera
- ✗ **Yard trimmings**  
Recortes de jardín

# WHAT GOES IN THE COMPOST BIN?

## ¿QUÉ VA EN EL CONTENEDOR DE COMPOSTAJE?

### FOOD SCRAPS

Restos de Comida



- ✓ **Bread, grains, & pasta**  
Pan, cereales, y pasta
- ✓ **Coffee grounds & tea bags**  
Café molido y bolsitas de té
- ✓ **Dairy & eggs**  
Lácteos y huevos
- ✓ **Fruits & vegetables**  
Frutas y vegetales
- ✓ **Leftovers & spoiled food**  
Sobras y comida echada a perder
- ✓ **Meat (including bones)**  
Carne (incluidos los huesos)

### PLANTS

Plantas



- ✓ **Branches & brush**  
Ramas y plantas
- ✓ **Flowers & floral trimmings**  
Flores y recortes florales
- ✓ **Grasses & weeds**  
Pastos y malezas
- ✓ **Leaves**  
Hojas
- ✓ **Tree trimmings (less than 4" diameter & 4' long)**  
Recortes de árboles (de menos de 4" de diámetro y 4' de largo)

### SOILED PAPER

Papel Manchado con Comida



- ✓ **Coffee filters**  
Filtros de café
- ✓ **Greasy pizza boxes**  
Cajas de pizza grasosas
- ✓ **Paper plates without film plastic liners**  
Platos de papel (sin recubrimiento de cera o plástico)
- ✓ **Paper to-go containers without film plastic liners**  
Contenedores de papel para llevar comida (sin recubrimiento de cera o plástico)
- ✓ **Paper towels & napkins**  
Toallitas y servilletas de papel
- ✓ **Shredded paper**  
Papel triturado

### OTHER

Otro



- ✓ **Hair, fur, & feathers (non-synthetic)**  
Cabello, pieles y plumas (que no sean sintéticos)
- ✓ **Wood – small pieces of lumber or sawdust from untreated wood only**  
Madera - pequeños trozos de madera o aserrín de madera sin tratar
- ✓ **Wooden chop sticks & coffee stir sticks**  
Palillos chinos de madera y palitos para el café



### UNACCEPTED MATERIALS

Materiales no aceptados



- ✗ **Aluminum foil or trays**  
Papel o charolas de aluminio
- ✗ **Cat litter or animal feces**  
Arena para excremento de gatos o animales
- ✗ **Clothing, linens, & rags**  
Ropa, sábanas y trapos
- ✗ **"Compostable" labeled plastics (utensils & cups)**  
Plásticos etiquetados como "compostables" (utensilios y vasos)
- ✗ **Corks – natural & plastic**  
Corchos - naturales y de plástico
- ✗ **Diapers**  
Pañales
- ✗ **Dirt, rocks, or stone**  
Tierra, rocas o piedras
- ✗ **Flower pots or trays**  
Macetas o bandejas para macetas
- ✗ **Foil-backed or plastic-backed paper**  
Papel con forro de aluminio o plástico
- ✗ **Juice or soy milk boxes with foil liner**  
Cajas de jugo o leche de soya con forro de aluminio
- ✗ **Liquids or ice**  
Líquidos o hielo
- ✗ **Milk & juice cartons**  
Cartones de leche y jugo
- ✗ **Palm fronds, cactus, or bamboo**  
Hojas de palma, cactus o bambú
- ✗ **Plastic bags, wrappers, or film**  
Bolsas de plástico, envoltorios o plástico estirable
- ✗ **Styrofoam**  
Espuma de poliestireno
- ✗ **Treated wood – plywood, press board, painted or stained wood**  
Madera - madera contrachapada, madera prensada, pintada o teñida





**PET ADDENDUM**

PET ADDENDUM TO RESIDENTIAL LEASE AGREEMENT dated 8/22/2023, by and between the Landlord and Resident, respecting the Premises 608 Sparkes Rd, B, Sebastopol, CA 95472.

1. Landlord hereby authorizes Resident to keep Pet[s] in the Premises during the Lease Term subject to any earlier termination of the tenancy. Only animals fitting the description below are permitted.

2. No more than 2 total pets are permitted in the residence.

3. Permitted pets include

- a. Type(s) of pet: Dog, Cat, Dog
- b. Breed restrictions: \_\_\_\_\_
- c. Weight limit (per pet): 50 lbs

4. Pet Fee. A one-time nonrefundable Pet Fee is not required to be paid for having the Pet in the Premises. Any Pet Fee shall be paid prior to the Pet being kept in the Premises.

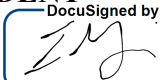
5. Pet Deposit. A pet deposit is not required to be paid prior to having any Pet in the Premises. The Security Deposit in the lease does not include a pet deposit. The refund of the pet deposit is subject to the terms and conditions set forth in the lease.

6. Violation of Pet Rules. Any violation of these terms of this Pet Addendum or any other pet rules established by Landlord shall result in a violation fee of \$ 0.00.

7. Liability not limited. The additional Pet Fee and Pet Deposit under this Pet Addendum do not limit Resident’s liability for property damages, cleaning, deodorizing, de-fleaing, replacements or personal injuries.


8. Additional Rules. Landlord may establish and change rules concerning pets. A violation of the rules concerning pets may result in Tenant’s removal of the pet or other remedies allowed by law.

**RESIDENT**

DocuSigned by:  
By:   
FADD5D1A247E485...

Name: Isaias Garcia  
Date: 7/5/2023

**LANDLORD**

DocuSigned by:  
By:   
0A0D57692181406...

Name: 608 Sparkes Rd LLC  
Date: 7/5/2023

### Tenant Protection Act of 2019 Addendum

This Tenant Protection Act of 2019 Addendum (“Addendum”) is made a part of the Lease between Jamie Lawson (“Landlord”) and Isaias Garcia (Tenant(s)), for the Premises located at 608 Sparkes Rd, B, Sebastopol, CA 95472.

California law requires Landlord to notify Tenant(s) of changes that may affect their tenancies. Not all property is affected by the law, and certain exemptions may apply.

Section 1947.12 of the California Civil Code limits the amount your rent can be increased. Rent increases shall be limited for any twelve (12) months period to no more than five percent (5%) plus the Cost-of-Living Adjustment (COLA), or ten percent (10%), whichever is less, and no more than two (2) increments over the twelve (12) month period.

Section 1946.2 of the California Civil Code provides that after all tenants have continuously and lawfully occupied the Premises for twelve (12) months or more, or at least one (1) tenant has continuously and lawfully occupied the Premises for twenty-four (24) months or more, Landlord must provide a statement of cause in any notice to terminate a tenancy. Cause may include, but not be limited to:

1. Default in payment of rent.
2. Breaching a material term of the Lease.
3. Assigning or subletting the Premises in violation of the Lease.
4. Using the Premises for an unlawful purpose.
5. Criminal activity by Tenant on the Premises, including any common areas.
6. Failure by Tenant to deliver possession of the Premises after providing Landlord written notice.

The Premises is subject to just cause evictions and rent caps in accordance with California Civil Code Sections 1946.2 and 1947.12.

The Premises is not subject to just cause evictions and rent caps contained in California Civil Code Sections 1946.2 and 1947.12 and Landlord is not (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.

Landlord and Tenant(s) have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and correct.

**Landlord**  
**608 Sparkes Rd LLC**

DocuSigned by:  
  
0A0D57692181406...

**Tenants(s)**

DocuSigned by:  
  
FADD5D1A247E485...

Isaias Garcia

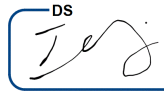


## BED BUG ADDENDUM

This Bedbug Addendum (this "Addendum ") is made and entered into as of this 22nd day of August 2023 by and between Jamie Lawson (the Landlord/Property Management Company) and Isaias Garcia (the Resident(s)). This Addendum will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

Residents acknowledge that Landlord/Property Management Company has inspected the unit and is aware of no bedbug infestation.

Resident(s) claim that all furnishings and personal properties to be moved into the premises are free of bed bugs



Isaias Garcia

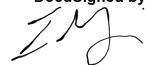
1. **Inspection.** Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes, hats, and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. **Duty to Report.** Resident shall report any problems immediately to Owner/ Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection within 24 hours of Resident being given notice.
3. **Mandatory Cooperation.** Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem. The pest management professional may provide you with a check list and instructional pamphlet before treatment begins.
4. **Bedbug Treatment.** In the event of a bedbug issue, Resident agrees to execute the "Bedbug Treatment Agreement". In addition, Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
  - a. Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.
  - b. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Call Management for removal and disposal. Empty dressers, night stands and closets completely. Remove all items from floors and bag all clothing shoes, boxes, toys, etc. Bag and tightly seal washables separately from non-washable items. Used plastic bags must be disposed of properly.
  - c. Wash all machine-washable bedding, drapes, and clothing, on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.

- d. Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.
- e. Move furniture to the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.

5. **Indemnification.** Resident agrees to indemnify and hold the Landlord/Property Management Company/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

6. **Property Insurance.** It is acknowledged that the Landlord/Property Management Company/ Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to obtain personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

DocuSigned by:  
  
FADD5D1A247E485...

Isaias Garcia

7/5/2023

Date

### CALIFORNIA FLOOD DISCLOSURE

This Flood Disclosure Addendum is made part of the Lease by and between Jamie Lawson (“Landlord”) and Isaias Garcia (“Tenant”) for the property located at 608 Sparkes Rd - B, Sebastopol, CA (the “Property”).

Per Section 8589.45 of the California Government Code, Landlord is required to provide any and all information if the Property is at risk of flooding as deemed by the State of California.

Landlord hereby discloses the following:

Landlord has no knowledge that the Property is located in a special flood hazard area or an area at risk to potential flooding.

OR

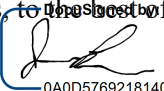
Landlord is aware and discloses to Tenant the Property is located in a flood hazard area or an area that has a high risk to potential flood. Under California law, Landlord can declare they have actual knowledge of a flooding hazard on the Property if one (1) of the following is true:

- Landlord currently holds flood insurance on the Property;
- Landlord has received notice from a public, government, or equivalent agency that the Property is located in a special flood hazard zone or an area of potential flooding; or
- Landlord’s mortgage holder requires Landlord to carry flood insurance.

Tenant has the right to seek information about hazards, not limited to flooding, that may affect the Property from the California Office of Emergency Services at <http://myhazards.caloes.ca.gov/>.

Landlord’s insurance does not cover the loss of Tenant’s personal possessions or any relocation expenses. Any losses are the sole responsibility of Tenant. Tenant should consider purchasing their own insurance to cover Tenant’s personal possessions. Landlord does not need to provide any additional information concerning the potential of flood hazards on the Property.

Landlord certifies, to the best of its knowledge, the statements made are true and accurate.

Landlord:  Date: 7/5/2023  
0A0D57692181406...  
**Jamie Lawson**

Tenant:  Date: 7/5/2023  
F4DD5D3A247E485...  
**Isaias Garcia**

## **Multi-Unit Addendum**

The following additional provisions, to the extent applicable to the Premises, are made a part of that certain Lease dated by and between Landlord and Resident for the Premises and Community. Residents must comply with the policies contained in this addendum as well as all others policies posted at the Community or hereinafter promulgated or posted by Landlord (or Landlord's manager or agent). These policies may be modified from time to time. Please remember that Residents are responsible for the actions of Resident's occupants and guests at all times while present in the Community. Violations of these policies will constitute a breach of Resident's Lease.

### **1. GARAGES, STORAGE AND CARPORTS**

- a. Garages and carports are intended for passenger vehicle storage only. No garage or carport shall be used for storage of personal belongings. Resident agrees to assume all responsibility for costs and expenses due to damage or theft of personal belongings stored in any garage, carport or storage space.
- b. Pets are not permitted to be housed or otherwise kept or secured in the garage, carport or storage space.
- c. Resident shall not keep or store any flammable materials or other combustible material in the garage, carport or storage space. Resident shall not keep any flammable materials or other combustible material in any garage, carport or storage space as smoke detectors and/or fire extinguishers are not provided for such spaces. Further, Resident agrees not to store anything in the garage or carport that is in violation of any building codes or city ordinances, or which poses a risk to the safety or health of other residents or occupants of the Community.

### **2. COMMON AREAS.**

- a. The stairways, halls, laundry areas, amenity areas and other common areas are to be used only for their intended purposes.
- b. The sidewalks, entryways, vestibules, halls and stairways of the Community must not be obstructed or used for any purpose other than ingress and egress to and from an apartment, including, but not limited to, temporary or long-term storage of personal items.
- c. No smoking is allowed in the pool or other amenity or common areas, unless a designated smoking area has been designated.
- d. Additional Community policies restricting use of the common areas may apply, whether posted, contained in the Lease Agreement or these addendum provisions Policies, which Landlord may modify from time to time.

3. **AMENITIES.** Resident must adhere to the operating hours, time restrictions, policies, rules and regulations of the common areas and amenity areas, whether posted, contained in the Lease or these addendum provisions, which Landlord may modify from time to time. All minors must be accompanied by an adult, unless a different age restriction is posted in an amenity area for safety reasons or to comply with local ordinance, such as (but not limited to) a fitness center, tanning bed, hot tub or grilling area. Guests must be accompanied by a Resident or an authorized occupant of a Resident, subject to age restrictions. Aides of disabled persons are not considered in the guest count. While present in the amenity areas, Residents, authorized occupants and their guests must be actively using the amenity for its intended purpose. Landlord reserves the right to deny the privilege of use to anyone, in Landlord's sole discretion that violates the any rules or policies, or engages in conduct that is disturbing or a nuisances to others. Landlord reserves the right to temporarily close any amenities for maintenance or safety reasons.

4. **BALCONIES, PATIOS, BREEZEWAYS, ENTRIES, STAIRWAYS, WINDOWS, DECKS, etc.**  
Resident must sweep and maintain balconies, patios and entrances and keep them free of all items, such

as interior furniture, mops, rugs, towels and other items. Residents are responsible for all items placed on their patios and balconies, including the removal of such items during inclement weather and any damage or injury that may result from the items being located on the patios and balconies. Landlord may reasonably regulate Resident's use of these areas to the extent they cause unsafe or result in a nuisance to the Community. Landlord reserves the right to remove any items that do not comply with these provisions and place them in Resident's apartment. Resident must not permit anything to be kept on the windows or balcony rails of the Premises and shall not permit anything to be thrown out of the windows of the Premises or from any apartment or common area balcony or deck (including a rooftop deck). Resident's Premises may have drapes, mini-blinds and/or vertical blinds the day Resident move in, which Resident may not remove without Landlord's prior written consent. Resident must obtain our written approval before installing any of Resident's own window coverings of any kind. Tin foil, sheets, blankets or any other types of window covering are not permitted.

5. **ELEVATORS.** If the Premises or Community has an elevator or elevators, it may be necessary to schedule use for moving personal items with Landlord or Landlord's manager or agent. Residents should contact Landlord (or Landlord's manager or agent) for instructions on proper use/scheduling of elevators for moving in/out furniture and similar items. Resident will be responsible for damage or injury associated with any elevator that is damaged or taken out of service as a result of the actions of Resident or Resident's guests, agents or invitees.
6. **GRILLING.** Charcoal and gas grilling on the balconies or patios is not allowed where prohibited by local ordinance. Grilling may be allowed in designated areas only. Resident must check with the Landlord or management office for approval before grilling anywhere in the Community.
7. **HVAC.** Do not obstruct or place any personal property in front of any air conditioning or heating equipment or vents. This could impair circulation, cause higher electric bills and cause permanent damage to the unit. Flammable materials may not be stored anywhere within heating/air-conditioning closets. Landlord reserve the right to inspect these areas. Non-compliance of this requirement may result in the removal of personal items from the closet.
8. **NOISE.** Resident are required to keep the volume of stereos, radios, television or other musical devices within the Premises and the Community low at all times. Disturbance of others due to noisy or disorderly conduct will not be permitted. Please remember that Resident are responsible for the conduct of Resident's occupants and guests at all times. Large parties are strictly prohibited.
9. **PACKAGES.** Unless otherwise indicated in writing to Landlord, Resident authorizes the management office to accept packages from the post office and other carriers on Resident's behalf. Resident agrees that Landlord has no obligation to provide package acceptance services on Resident's behalf and may discontinue or modify such service at any time. Resident also understand that it is the responsibility of the carrier/delivery service to notify Resident that a package has been delivered. Resident must present a valid photo ID to claim a package. Landlord may release a package to the Resident to whom the package is addressed. Landlord may refuse any package that is not in the name of a Resident or authorized occupant. If a package has not been claimed by Resident after 7 days, Landlord reserve the right, at our discretion, to return the package to the sender, at Resident's expense, or place the package in Resident's Premises. If a package is marked "Perishable" and has not been claimed within 24 hours, Landlord reserve the right but are not obligated to place the package in Resident's Premises. Resident agrees that Manager is not liable for any loss or damage Resident may incur because Landlord accept, fail to accept or handle Resident's package.
10. **PARKING/VEHICLES.** Only operable passenger vehicles may be parked at the Community. Motorcycles, commercial vehicles, recreational vehicles, trailers, boats, jet skis or any other item (such as a storage pod) are not allowed to be parked anywhere in the Community without Landlord's prior written



consent. Inoperable, unlicensed, abandoned, unauthorized or unsightly vehicles are not permitted in or around the Community and may be booted and/or towed at the vehicle owner's expense. All vehicles must be currently registered and licensed. No vehicle may be parked in any "no-parking" zones, fire lane or other restricted parking zone (unless validly authorized) or other area not specifically designated for vehicles. Vehicles improperly parked in one of these areas are subject to booting or towing at the vehicle owner's expense. Use by any Resident of an electric vehicle ("EV") charging station at the Community is at the sole risk of the vehicle owner or operator. Manager will not be responsible for damage to or loss of any vehicle that results from the use of an EV charging station at the Community.

11. **SOLICITATIONS/NOTICES/FLYERS.** Solicitation and/or the distribution of notices or flyers, door-to-door, on cars or anywhere else at the Community is strictly prohibited, without Landlord's prior written consent.

12. **SWIMMING POOL POLICIES.**

- a. Resident must adhere to the operating hours, policies, rules and regulations of the pool area, whether posted, contained in the Lease or this addendum, which Landlord may modify from time to time at our discretion. Authorized users of the pool area must be accompanied by an adult, unless otherwise posted to comply with local ordinance. All guests must be accompanied by a Resident or an authorized occupant of a Resident, subject to age restrictions. Aids of disabled persons are not considered in the guest count. Visitors may be required to register with the Community prior to entering the pool area. Landlord reserves the right to limit the number of visitors to the pool area at high use times, such as on holidays and weekends. Resident, Resident's occupants and guests, must comply with pool policies and hours that are posted by each pool, which Landlord may modify from time to time at our discretion.
- b. Conduct that is disturbing to others is not permitted. Personal conduct within the pool area must be such that the safety of self and others is not jeopardized. Behavior deemed improper, inappropriate or unsafe may result in the loss of pool privileges.
- c. Only unbreakable containers are allowed in the pool area. All glass containers are prohibited.
- d. Individuals with conditions that may lead to health concerns for others, such as infectious diseases, sore or inflamed areas, ear discharges, open sores or bandages covering sores of any kind, are not allowed to use the swimming pool.
- e. All trash, including, but not limited to, cigarette butts, beverage cans, paper and food wrappings of any kind, must be deposited in a trash receptacle in the pool area.
- f. No pets are allowed in the pool area, with the understanding that service animals are not "pets." Guide and service animals may be subject to animal regulations promulgated for health reasons.
- g. Appropriate pool attire is required.
- h. Gates must remain closed and latched at all times.
- i. Please take care to prevent pool soiling. Any person who is not toilet-trained or is incontinent must wear waterproof undergarments while in the pool.
- j. Alcohol is not permitted in the pool area. Any person under the influence of alcohol or drugs or exhibiting erratic behavior shall not be permitted in the pool area.
- k. No diving is allowed.

- l. Use the facilities at Resident's own risk.
  - m. Landlord are not responsible for lost or stolen articles.
  - n. Opening and closing of the pool is subject to prevailing weather conditions, including cold weather, electrical storms, and heavy rains.
13. **TRASH DISPOSAL.** Trash must be deposited only in the trash chute, if one is available, and/or containers (dumpsters or compactors) which are located throughout the Community. Use of these containers for anything other than normal household waste is prohibited. Combustible items present a fire hazard and should be disposed of according to safe handling instructions located on product packaging. Resident agree to abide by all local and state regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash. Resident must not place large items, such as furniture, appliances, and mattresses, in or near the trash receptacles. Please contact the management office for instructions on the proper disposal of these large items, which may be arranged at Resident's expense. Do not store any trash on Resident's porch, balcony or hallway. At communities where curbside trash service is offered, all trash must be disposed of in tied plastic garbage bags and left by the curb nearest to Resident's parking area.
14. **EXERCISE ROOM AND RECREATIONAL FACILITIES.** In the event that the Community includes an exercise room and exercise equipment, then Resident agrees that the use of such equipment is at Resident and Resident's occupants, guests, and invitees own risk. Guests must be accompanied by a Resident at all times. Minors must have adult supervision. Landlord reserves the right to deny use to those who do not meet the manufacturer's minimum age requirement for particular equipment. Only persons using the equipment are allowed in the workout and exercise area. Landlord may provide tennis courts, basketball courts, and other recreational facilities in the Community for use by Resident. Resident agrees to use such facilities at Resident's own risk. Please exercise care and be courteous when using the facilities.

## California Specific Addendum

### **BED BUGS/**

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

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding. Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bed bug infestation:

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

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

<https://www.epa.gov/bedbugs>

<http://www.nmapestworld.org>

Resident shall immediately report suspected infestations of bed bugs to the Owner or the property manager by telephone and in writing by email or mail and shall cooperate with any inspection for and treatment of bed bugs.

### **REGISTERED SEX OFFENDERS**

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://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.