

WELCOME TO OUR COMMUNITY

November 22, 2011

Dear **Sample Lease**:

We would like to welcome you to **360 Residences**. We hope that you will enjoy your new home. To assist you in getting settled, we wish to take this opportunity to explain some of our services and confirm that the information we have in our files for you is correct. We also request that you provide your telephone number as soon as it is available.

RENTAL OFFICE HOURS

The rental office for your apartment maintains the following schedule:

Monday - Friday 9:00am to 6:00pm Weekend 10:00am to 6:00pm

Telephone: **(408) 295-1360** (TDD relay 1-800-735-2929)

PAYMENT OF RENT

- Rents are due in full on the first day of the month.
- Make checks or money orders payable to **360 Residences**. Payment can be made in person at the rental office.
- Our records show that you moved in on **October 4, 2011** and your rent is **\$1,000.00** per month and that you have paid a security deposit of **\$1,125.00**. If this information is not correct, please contact our Corporate Office as follows:

FPI Management, Inc.

800 Iron Point Road, Folsom, CA 95630

(916) 357-5300

MAINTENANCE

You are responsible for the routine upkeep of your apartment. Out of the ordinary maintenance such as leaking faucets, problems with heating, air-conditioning, etc. will be taken care of by management. To request service, please stop by the rental office and complete a service request ***during office hours***. If you have an ***emergency*** after hours, please call **408.658.3777**.

The management and maintenance staff is responsible for maintenance and repairs necessitated by normal wear and tear and usage. Repair of damage caused by resident negligence or misuse is the responsibility of the resident. In such cases repairs will be made by the maintenance staff, but the resident will be responsible for the cost of labor and materials. All maintenance billings are to be made payable to **360 Residences**.



SPECIAL HOUSING NEEDS

Should you find that you require special accommodation to make your apartment more accessible for you or any member of your household, please contact management.

Sincerely,

Community Director



LEASE CONTRACT

CERTIFIED LEASE CALIFORNIA



PARTIES AND PREMISES INFORMATION

Residential Community: 360 Residences				Residence No (Leased Premises): 202	
Residence Address (Leased Premises): 360 South Market Street	City: San Jose	State: CA	ZIP: 95113	County: Santa Clara	
Office Address: 360 South Market Street	City: San Jose	State: CA	ZIP: 95113	County: Santa Clara	
Parking No:	Garage No:	Carport No:		Storage Space No:	

Residents:

Sample Lease

OTHER OCCUPANTS

Authorized Occupants: (list all occupants other than those signing the Residential Contract)

CHARGES

Dishonored Check/Chargeback Fee	\$25.00	Smoke/CO Alarm Tampering Fee	\$25.00
Lease Termination Fee	\$1,500.00	Failure to Clean Pet Waste Fee	\$25.00
Failure to Clean Garbage Fee	\$25.00	Parking Violation Fee	\$0.00
Late Rent Payment Fee	\$100.00	Late Payment of Utilities Fee	\$15.00
Flea Spraying Charge	\$25.00		

MONTHLY FEES		DEPOSITS		ONE-TIME FEES	
Base Rent	\$1,000.00	Security Deposit	\$1,050.00	Application Fees	\$42.41
TOTAL MONTHLY FEES	\$1,000.00	Key/Device Deposits	\$75.00		

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of **November 22, 2011** by and between the above named Residential Community ("Owner") and the above named individual residents, jointly and severally (hereinafter collectively "Residents"). Owner hereby leases to Residents the above listed Residence (the "Leased Premises") for use exclusively as a private residence, and not for any other purpose. The Leased Premises will also include a Parking Area and Storage Space if one is so designated above. If performance of this Agreement has been guaranteed by one or more third parties, separate guarantees have been attached to this Agreement.

- OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises may be occupied solely by the Residents and Authorized Occupants identified above. All changes in occupants require prior written acceptance and approval of Owner. If an occupancy change is accepted and approved by Owner during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement shall be executed. Any assignment or subletting without Owner's prior written consent shall be void and shall, at Owner's option, terminate this Agreement. It shall be a material violation of this Agreement and grounds for termination of the tenancy for Residents to permit any occupants other than the Residents and Authorized Occupants to reside in the Leased Premises. No other person may occupy or in any way reside in the Leased Premises in excess of either **14** consecutive days, or more than twice that number in any **twelve** month period, otherwise, such persons shall be deemed to reside in the Leased Premises in violation of this Agreement.
- TERM.** This Agreement shall be a fixed term of **1 year**. The initial term of this Agreement shall begin on the **4th** day of **October, 2011** and end at midnight the **3rd** day of **October, 2012**.

At the end of the term stated above, this Agreement term shall automatically renew as a month-to-month tenancy unless, thirty (30) days or more prior to the final date of the initial lease above, the Residents give the Owner written notice of Residents' intent to vacate the Leased Premises as required by this Agreement, or unless the parties enter into a new Residential Lease Contract. After the first year of occupancy, at least 30 days or more prior written notice of intent to vacate the Leased Premises will be required. The

Initial: _____

"first year of occupancy" includes all periods in which any of Residents have resided in the Leased Premises for one year or less.

3. **SECURITY DEPOSIT.** Residents have deposited with Owner the sum of **\$1,125.00**, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the deposit may be retained by Owner in the event Residents become liable for the charges listed below. The retention of the Security Deposit shall not limit Owner's right to proceed against Residents for claims above the amount of the Security Deposit.

Residents will be liable without limitation for the following charges, if applicable:

1) Failure to fully perform Residents duties imposed by statute, this Agreement or any Addendum to this Agreement; 2) failure to clean, repair, or restore the Leased Premises and any appliances, furniture, fixtures, equipment and other property supplied by Owner to its condition at the commencement of this tenancy as evidenced by the inspection report, except normal wear and tear; or 3) failure to pay any rent, returned check charges, late charges, utility charges or other charges which may be owed by Residents pursuant to this Agreement.

Residents may not use the security deposit to pay any month's rent. Owner may withhold from the security deposit only such amounts as reasonably necessary to remedy Residents' defaults, including but not limited to those listed above.

Keys, Permits And Access Devices. Residents acknowledge that they have been provided with **1** residence key(s), **1** mailbox key(s), **1** access device(s) for **Garage Entry Fob**, **1** entry card(s). Residents will be liable for a charge of **\$15.00** for replacing residence keys, **\$15.00** for replacing mailbox keys, **\$50.00** for replacing access devices and **\$0.00** for replacing entry card(s).

4. **RENT.** Residents agree to pay to Owner as rent for the Leased Premises the sum of **\$1,000.00** per month. If the Residents' occupancy initially commences on first day of the month, Residents agree to pay the first month's full rent upon move-in. If the Residents' occupancy initially commences on a date other than the 1st day of the month, Residents agree to pay **\$903.00**, due the **4th of October**, as prorated rent for the **first** partial month. Rent and all other charges due Owner will be payable to **360 South Market Street, San Jose, CA 95113, (408) 295-1360**.

Except as otherwise provided, said sum shall be paid in full, in advance with no grace period, and without demand on or before the first day of each month in the form of **personal check, cashier's check, and money order**. Cash is not acceptable as a form of payment. All monthly payments must be made by one check, not multiple checks. Partial payment of rent is not acceptable at any time; all payment must be made in full to include all amounts due. Post-dated or third party checks will not be accepted. Payment made to the office will not be held at the request of anyone; all payment made to the office will be directly deposited. If in any month the rent is paid after the **3rd** day of the month, payment must be in the form of cashier's check or money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If **one** or more checks given by Residents are, for any reason whatsoever, returned unpaid by the bank upon which drawn, all subsequent payments for the balance of Residents' occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order unless Owner agrees, in writing, to waive this requirement. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents', and not Owner's, risk. The usual days and hours when rent payments may be made personally are: **Monday - Friday 9:00am to 6:00pm Weekend 10:00am to 6:00pm**

Parking. Residents further agree to pay a charge of **\$0.00** per month as parking rent for space number(s): **N/A**. Residents must return all keys and access devices on or before the actual move-out date.

Owner shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Residents and/or Residents' guests or invitees. Failure of Residents or Residents' guests or invitees to follow Community Rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner. The location and number of any parking space(s) assigned to Residents may be changed at any time at the sole discretion of Owner. Parking or Carport spaces may not be used solely for storage purposes; a motor vehicle must be parked in the parking space(s) unless prior written Owner approval has been provided. Residents or guest or invitee shall not inhabit any parking space(s).

5. **LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the premises in accordance with state law at any time after the payment is due. If Residents don't pay rent on time, Residents will be delinquent and all remedies under this Agreement will be authorized. Owner will also have all other remedies for such violation as allowed by this Agreement and by law, including the submission of a negative credit report to a credit reporting agency, which may result in lowering Residents' credit score.

Late Payments. If Owner has not received payment of any amount within 1 business day after it is due under this Agreement, Residents shall pay a late charge of **\$100.00**.

Initial: _____

Returned Checks. Residents shall pay Owner, as additional rent, a fee of \$25.00 for each returned check and a charge of \$35.00 for any additional returned checks. If Residents' rent check is returned, Residents shall pay the rent and the applicable late fees and charges by money order or certified check. If Residents' rent check is returned more than **1** times in any **12** month period, Residents may, at Owner's option, be required to pay all future rent and other charges by money order or certified check, plus any and all costs required in the collection of said payment.

6. UTILITIES. Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: **None.**

Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by the Residents, whichever is longer. Residents must not allow utilities to be disconnected-including disconnection for not paying bills-until the lease term or renewal period ends. Residents shall not waste utilities supplied by Owner. Residents shall properly use all electrical, gas and plumbing fixtures and appliances. Residents shall not install or operate a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. It is understood and agreed between Owner and Residents that in the event sub metered or allocation payments are not made when due, it shall be considered a default under this Agreement. Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from the Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. When the Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay for the provision of such services for the property to the service provider.

If a utility is individually metered, it must be connected in Residents' names and Residents must notify the utility provider of Residents' move-out date so the meter can be timely read. If Residents delay getting it turned on in Residents' name by lease commencement or cause it to be transferred back into Owner's name before Residents surrender or abandon the apartment, Residents will be liable for a **\$0.00** charge, plus the actual or estimated cost of the utilities used while the utility should have been connected in Residents' names. If Residents are in an area open to competition and the Leased Premises is individually metered, Residents may choose or change Residents' retail electric provider at any time. If Residents qualify, Residents' provider will be the same as Owner's, unless Residents choose a different provider. If Residents choose or change Residents' provider, Residents' must give Owner written notice. Residents must pay all applicable provider fees, including any fees to change service back into Owner's name after Residents move out.

7. FAILING TO PAY FIRST MONTH'S RENT. If Residents do not pay first month's rent when or before this Agreement begins, Owner may end Residents' right of occupancy and recover damages, including future rents (less any mitigation), reletting charges, and other lawful charges.

8. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or changes to this Agreement are allowed before the initial lease term ends, except for changes allowed by this Agreement, or by a written addendum or amendment signed by both parties, or by reasonable changes of the residential rules.

Owner will provide Residents a minimum of 30 days notice if Residents are on a month-to-month tenancy before Owner increases the rent (a maximum 10% increase over the previous 12 months). Owner will give Residents at least 60 days notice during a month-to-month tenancy before Owners raise the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in Residents' income or family composition as determined by a recertification required by statute or regulation.

9. RISK OF LOSS OF RESIDENTS' PROPERTY. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere on the premises. Residents agree not to hold Owner, his/her agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents, his/her invitees or guests are not beneficiaries of any insurance policies held by the Owner or the Owner's agents.

Additionally, Residents are required to purchase personal liability insurance. Failure to maintain personal liability insurance is a breach of this Agreement and may result in termination of tenancy and eviction and/or any other remedies provided by this Agreement or state law.

The coverage limit for the personal liability insurance must be maintained at not less than **\$100,000.00**, per occupant of the Leased Premises.

- 10. ALTERATIONS AND REPAIRS.** Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs.

Residents agree not to install additional or different locks or gates on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such locks, Residents agree to provide Owner with a key for each lock.

IF RESIDENTS OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST - FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OWNERSHIP DISCLOSURE OR SECURITY-RELATED MATTERS - ALL NOTICES MUST BE SIGNED AND IN WRITING TO OWNER (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair housing accommodation or modification). Owner's written notes on Residents' verbal/oral request do not constitute a written request from Residents.

Owner's complying with or responding to any verbal/oral request regarding security or any other matters doesn't waive the strict requirement for written notices under this Agreement. Residents' must promptly notify Owner in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Leased Premises if the work is done reasonably without substantially increasing Residents' utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Residents must notify Owner's representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, Residents must notify Owner as soon as possible on a business day. Owner will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If Owner believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Residents, Owner may terminate this Agreement by giving Residents reasonable notice. Owner may also remove personal property if it causes a health or safety hazard. If this Agreement is so terminated, Owner will refund prorated rent and all deposits, less lawful deductions.

- 11. PERSONAL PROPERTY OF RESIDENTS.** Upon vacating the premises, Residents shall remove all personal property from the Leased Premises.

If any personal property is left in the Leased Premises, Owner will provide Residents, by first class mail, postage prepaid (to the subject premises unless another address has been provided by Residents the notice to reclaim abandoned property required by CAL. CIV. CODE Section 1984. Owner shall store any such personal property for eighteen days. If within that time period, Residents do not claim said property and pay for the costs of storage, Owner may dispose of said items, deemed in Owner's good faith discretion to be worth less than \$300.00 in value, in any manner Owner chooses.

- 12. DELIVERY OF PREMISES.** Residents understand that, for reasons beyond the control of Owner, Owner may not be able to deliver possession of the Leased Premises to Residents on the commencement date if, for example, a former resident of the Leased Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If, for any reason, Landlord is unable to provide occupancy to Residents by the scheduled commencement date, this Agreement shall remain in force, and Residents' remedies in this event shall be limited to the following: 1) abatement of rent on a daily basis during delay; or 2) Residents may terminate this Agreement until the date that Owner delivers possession. Owner shall have no liability to Residents if there is a delay of possession other than promptly to refund any monies paid in the event of termination. Rent abatement or termination of this Agreement does not apply if delay is for cleaning or repairs that don't prevent Residents from occupying the Leased Premises.

- 13. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents receipt of a copy of the Residential Community's Policies and Rules ("Rules"), which Rules are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Premises. Residents are responsible for the conduct of his/her/their guests or invitees while they are on the Property.

Certain acts are considered to be contrary to the safety, well being, peace, and enjoyment of the other residents of the Community. These include, but are not limited to: 1) violations of this Agreement, Leased Premises rules, or fire, safety, health, or criminal laws and regulations, regardless of whether or where arrest or conviction occurs; 2) Residents or occupants give incorrect or false answers in a rental application; 3) Residents or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial

diversion for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under a state statute, or any sex-related crime, including a misdemeanor; 4) any illegal drugs or paraphernalia are found in the Leased Premises; or 5) Residents or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors. Failure to abide by this policy will result in a written warning and will be grounds for termination of this Agreement if there are future violations.

- 14. USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents, their guests or invitees. Any violation of this provision shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy. Nothing set forth herein shall be deemed as disallowing any use of the premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited, except that any lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) Owner may exclude from the community guests or others, who in Owner's judgment, have been violating the law, violating this lease, or any apartment rules, which includes anyone who is disturbing other residents, neighbors, visitors, or owner's representatives; 8) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest, occupant or resident in the community; 9) Residents agree to notify Owner if Residents or any occupants are convicted of a felony, misdemeanor involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state.

- 15. WATERBEDS AND OTHER LIQUID FILLED FURNITURE.** Waterbeds and other liquid filled furniture are allowed only with proper insurance coverage, and prior written approval of Owner. A certificate of insurance evidencing waterbed or other liquid filled furniture coverage must be provided to Owner prior to Residents bringing any liquid-filled furniture into the Leased Premises. The coverage limit must be maintained at not less than **\$100,000.00**. Residents must provide Owner with at least 24-hours written notice prior to the installation, removal or movement of any liquid-filled furniture and Owner has the right to be present at the time of such installation, removal or movement. Installation movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the higher degree of safety. No aquariums over 10 gallons permitted without prior written consent of the Owner. If Owner permits Residents to install any liquid-filled furniture, the Security Deposit shall be increased by an amount stated in the corresponding attached addendum.

Residents agree to comply with all requirements and conditions of CAL. CIV. CODE Section 1940.5 in connection with the use of a waterbed or other furniture containing a liquid filling material on the Leased Premises.

- 16. SECURITY.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the premises. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and,

after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

- 17. HOLD HARMLESS FOR GUESTS.** Residents agree to defend, protect, indemnify, and hold harmless the Owners and the Owner's Agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' guests, invitees or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's Agents by reason of any such claim, upon notice from the Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to the Owner.
- 18. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the premises in a neat and clean condition. Residents promise to return the premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented. Residents agree to promptly notify in writing (maintenance request form) to management any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents and/or Residents' invitees or guests. This agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of the Owner. Residents further acknowledges that the smoke detector is operable and it is the responsibility of Residents to replace batteries, as needed, and maintain the smoke detector in accordance with state law and the manufacturer's recommendations.
- 19. ANIMALS.** No animals are permitted without the prior written consent of the Owner. Any such consent may be revoked at any time, with or without cause, by giving **ten (10) days** written notice to the Residents. Except to the extent written permission is given, animals may not be brought upon the Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions; however, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
- 20. ACCESS.** Owner may enter the Leased Premises only under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrenders the Leased Premises; or 6) Pursuant to court order.

Owner will give Residents at least **24 hours** notice of Owner's intent to enter unless a) an emergency exists, b) Residents have abandoned or surrendered the Leased Premises, or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless i) an emergency exists, ii) Residents have abandoned or surrendered the Leased Premises, or iii) Residents consent, at the time of an entry that is not during normal business hours, to the entry.

- 21. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all obligations under this Agreement. If Residents or any guest or occupant violates this Agreement or rules, all residents are considered to have violated this Agreement. Owner's requests and notices (including sale notices) to any Residents constitute notice to all residents and occupants.

Notices and requests from Residents or occupants (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds and deduction itemizations of multiple residents will comply with this Agreement.

- 22. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when Owner consents in writing. If departing or remaining residents find a replacement resident acceptable to Owner before moving out and Owner expressly consents to the replacement, subletting, or assignment, then: 1) a reletting charge will not be due; 2) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; and 3) the departing and remaining residents will remain liable for all obligations under this Agreement for the rest of the original term.

If Owner approves a replacement resident, then, at Owner's option: a) the replacement resident must sign this Agreement with or without an increase in the total security deposit; or b) the remaining and replacement residents must sign an entirely new Residential Lease Contract. Unless Owner agrees otherwise in writing, Residents' security deposit will automatically transfer to the replacement resident as of the date Owner's approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Residential Lease Contract term unless Owner agrees otherwise in writing, even if a new Residential Lease Contract is signed and an Amendment to this Agreement is executed.

- 23. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence to: 1) keep common areas reasonably clean; 2) maintain

fixtures, hot water, heating, and any A/C equipment; 3) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and 4) make all reasonable repairs, subject to Residents' obligation to pay for damages for which Residents are liable.

If the Leased Premises becomes "untenable," under the applicable provisions of California Civil Code, Residents may terminate this Agreement by following the appropriate statutory procedures and Residents may exercise any applicable statutory remedies including the right to repair and deduct the cost from rent afforded CAL. CIV. CODE Section 1942.

24. REMEDIES IN THE EVENT OF DEFAULT. Owner and Residents agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by Residents of a condition, covenant, or provision of this Agreement will constitute a material breach. For any material breach by Residents, Owner may provide Residents with a written notice that describes the breach and demands that Residents cure the default (if a cure is possible). If Residents do not cure the default within the greater of three days or the time period required by state statute, or if a cure is not possible, this Agreement will be terminated.

No action by Owner, except a written notice of termination given to Residents, shall be deemed a termination of this Agreement. Specifically, the following do not constitute a termination of Residents' right to possession: 1) Owner's acts of maintenance or preservation of the property; 2) Owner's efforts to relet the Leased Premises; 3) The appointment of a receiver on Owner's initiative to protect Owner's interest under this Agreement; 4) Owner's withholding of consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate Residents' rights to sublet or assign as specified in this Agreement.

If Residents move out early without Owner's written consent or without paying Owner a negotiated lease termination fee, Residents will be liable to Owner for actual damages, including liability for rents during the entire remainder of Residents' lease term (less mitigation and for the cost of finding and processing a replacement resident, paying a locator service, fees, cleaning, make-ready costs, recouping rent concessions, etc.). In addition to any other rights and remedies allowed by law, Owner shall have the remedies set forth in CAL. CIV. CODE Section 1951.2.

Residents or any occupants, invitees, or guests must not hold over beyond the date contained in Residents' move-out notice or Owner's notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: a) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; b) rent for the holdover period will be increased to market rents, without notice; c) Residents be liable to Owner (subject to Owner's mitigation duties) for all rent for the full term of the previously signed Residential Lease Contract of a new resident who can't occupy because of the holdover; and d) at Owner's option, Owner may extend the lease term - for up to one month from the date of notice of lease extension - by delivering written notice to Residents or the Leased Premises while Residents continue to hold over.

25. PAYMENTS. Owner may allocate any payments by Residents to any outstanding charges owed to Owner, regardless of Residents' designation of the payment as rent. At Owner's option and without notice, Owner may apply money received to the following:

(other than sale proceeds from property left in the Leased Premises, or utility payments subject to governmental regulations) first to any of Residents' unpaid obligations, then to current rent - regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon Owner's demand. After the due date, Owner does not have to accept the rent or any other payments.

26. MOVE-OUT NOTICE PROCEDURES. Before moving out, Residents must give Owner advance written move-out notice as provided in section two (2) of this Agreement. Residents' move-out notice will not release Residents from liability for the full term of this Agreement or the renewal term. Residents will still be liable for the entire lease term if Residents move out early, except under the military exemption or by a written addendum or amendment signed by both parties. RESIDENTS' MOVE-OUT NOTICE MUST COMPLY WITH THE FOLLOWING:

- 1) Residents' Move-Out Notice must be in writing;
- 2) Residents' Move-Out Notice must not terminate this Agreement sooner than the end of the lease term or the renewal period;
- 3) Owner must receive advance written notice of Residents' move-out date. The advance notice must be at least the number of days of notice required by this Agreement. However, if a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements above are met.

RESIDENTS' NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use Owner's written move-out form. Residents must obtain from Owner a written acknowledgement that Owner received Residents' move-out notice. If Owner terminates this Agreement, Owner must give Residents the same advance notice - unless Residents are in default.

The move-out date can't be changed unless both parties agree in writing. Residents' won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under this Agreement and applicable law. Residents are prohibited from applying any security deposit to rent. Residents will not stay beyond the date Residents are supposed to move out. Residents must give Owner and the U.S. Postal Service, in writing, each Residents' forwarding address.

27. CLEANING. Residents must thoroughly clean the Leased Premises, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Residents must follow move-out cleaning instructions if they have been provided. If Residents don't clean adequately, Residents will be liable for reasonable cleaning charges-including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse). Owner may deduct the cost of carpet cleaning regardless of whether the Residents clean the carpet before delivery of possession.

28. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. Owner will mail Residents the security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 21 days after surrender or abandonment, unless statutes provide otherwise.

Residents have surrendered the Leased Premises when: 1) the move-out date has passed and no one is living in the Leased Premises in Owner's reasonable judgment; or 2) all keys and access devices to the Leased Premises have been turned in where rent is paid - whichever date occurs first.

Residents have abandoned the Leased Premises when all of the following have occurred: a) Residents' rent has been due and unpaid for at least 14 days; b) Owner has given Residents written notice of such belief and Owner's intent to terminate this Agreement because of Residents' delinquency; c) Owner's notice of abandonment follows substantially the form in CAL. CIV. CODE Section 1951.3(d); d) such notice is given by (i) personal delivery to Residents; or (ii) first class mail, postage prepaid to Residents' last known address; e) the lease termination date in that notice is at least 15 days after personal delivery or 18 days after mailing; and f) such 15 or 18 day notice period has expired without response from Residents as per CAL. CIV. CODE Section 1951.3. If Owner has reason to believe Residents won't receive the notice at Owner's last known address, Owner will, at the same time Owner mails the above notice to Residents' last known address, mail a copy of any other addresses that are known to Owner where Residents could reasonably be expected to receive the notice.

Surrender, abandonment, or judicial eviction ends Residents' right of possession for all purposes and gives Owner the immediate right to: clean up, make repairs in, and relet the Leased Premises; determine any security deposit deductions; and remove property left in the Leased Premises. Surrender, abandonment, and judicial eviction affect Residents' rights to property left in the Leased Premises, but do not affect Owner's mitigation obligations.

29. RELEASE OF RESIDENTS. Unless Residents are entitled to terminate this Agreement by law or pursuant to its terms, Residents won't be released from this Agreement for any reason-including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

30. MILITARY PERSONNEL CLAUSE. Residents may terminate this Agreement if Residents enlist or are drafted or commissioned in the U.S. Armed Forces. Residents may also terminate this Agreement if:

- 1) Residents are (i) members of the U.S. Armed Forces or reserves on active duty or (ii) members 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) Residents (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After Residents deliver to Owner written termination notice, this Agreement will be terminated under this military clause 30 days after the date on which Residents next rental payment is due. Residents must furnish Owner a copy of Residents military orders, such as permanent change-of-station orders, callup orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After Residents move out, Owners will return Residents' security deposit, less lawful deductions. For the purposes of this Agreement, orders described in c) above will only release the resident who qualifies under a) and b) above and receives the orders during the term of this Agreement and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not a spouse or dependent of Residents' cannot terminate under this military clause. Unless Residents state otherwise in this Agreement, Residents represent when signing this Agreement that: i) Residents do not already have deployment or change-of-station orders; ii) Residents will not be retiring from the military during the lease term; and iii) the term of Residents enlistment or obligation will not end before the term of this Agreement ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if Residents move out (less mitigation). Residents must immediately notify Owner if Residents are called to active duty or receive deployment or permanent change-of-station orders.

31. DISCLOSURE RIGHTS. If someone requests information on Residents or Residents' rental history for law enforcement, governmental, or business purposes, Owner may provide it.

32. WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Owner's

right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents' waive any notice and demand for performance from Owner if Residents' default. Written notice to or from Owner's agents or representatives managers constitutes notice to or from Owners. All notices must be signed.

33. SEVERABILITY. If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement remains in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

34. MISCELLANEOUS. Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Agreement is the entire agreement between Owner and Residents. All remedies are cumulative. This Agreement binds and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Owner and Residents; provided, however, that nothing in this paragraph shall be construed as a consent by Owner to any assignment of this Agreement or any interest in it by Residents. Neither an invalid clause nor the omission of initials on any page invalidates this Agreement. This Agreement is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All obligations in this Agreement must be performed in the county where the Leased Premises is located.

Bedbugs. Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have inspected the Leased Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Premises. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or has repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

Attorney's Fees. In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising hereunder, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorney's fees, incurred in such litigation. In the event any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An eviction or unlawful detainer action shall be considered an action relating to this Agreement and thus subject to this provision.

Zero Tolerance Crime Policy. Residents, any member of Residents' household, or a guest, invitee, or other person under the control of the Residents shall not engage in criminal activity, including drug-related criminal activity, on or near the Residential Community or the Leased Premises. "Drug-related criminal activity" means the intentional illegal manufacture, sale distribution, use, or possession of a controlled substance (per 21 U.S.C. § 802).

Residents, any member of Residents' household, or a guest, invitee, or other person under the control of Residents shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti or otherwise, on or near public or private property and the Leased Premises.

Residents, any member of Residents' household, or a guest, invitee, or other person under the control of Residents shall not permit the Residential Community or the Leased Premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity are the Residents, members of Residents' household, invitee, or other person under the control of Residents.

Residents, any member of Residents' household, or a guest, invitee, or other person under the control of Residents shall not engage in the unlawful manufacturing, selling, using, storing, keeping, possessing, or giving of a controlled substance at any location within, or near the Residential Community or the Leased Premises.

Residents, any member of Residents' household, or a guest, invitee, or other person under the control of Residents shall not engage in any illegal activity, including, but not limited to, prostitution, criminal street gang activity, threatening or intimidating any person whomsoever, assault, the unlawful discharge of firearms, or unlawfully brandishing any weapon whatsoever, or any breach of this Agreement that jeopardizes the health, safety and welfare of the Owner, other tenants, or any other person whomsoever, or involving imminent serious property damage.

Violations of the above provisions shall be a material and irreparable violation of this Agreement, and good cause for termination of the tenancy. A single violation of any provision of this Zero Tolerance Crime Policy shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that such single violation shall be good cause for immediate termination of this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but may be proved to exist by a mere preponderance of the evidence.

Registered Sex Offender Notice. Pursuant to CAL. PENAL CODE Section 290.46, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. Since the information is equally available to Residents and Owner, and Owner cannot discriminate against Registrants pursuant to CAL. PENAL CODE Section 290.46 et seq., Owner has not made any inquiry of any applicant or tenant as to whether he or she is a Registrant. Residents are advised to take whatever reasonable and lawful actions Residents believe necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Residents are advised that Owner may not notify Residents if Owner learns or is advised that a Registrant is living in the Apartment Community. The existence of registered offenders in the Apartment Community is not grounds for breaking this Agreement.

Proposition 65. The state of California requires Owners to warn Residents if the Premises as well as the common areas in and around the Apartment Community contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity, and for which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information on specified exposures is available at www.prop65apt.org and CAL. HEALTH & SAFETY CODE Section 25249.

Authorized Owner/Agent, Notices, Demands, and Service of Process. (If different than listed above) **FPI Management, Inc., 800 Iron Point Road, Folsom, CA 95630, (916) 357-5300** is authorized to manage the Leased Premises on behalf of the Owner, and is authorized to act on behalf of Owner for the purpose of receiving service of process and receiving notices and demands.

Estoppel Certificate. Residents agree to sign and deliver to Owner an estoppel certificate, in a form provided by Owner, within **14** days of receipt. The estoppel certificate acknowledges that: 1) this Agreement is in full force and effect and is unmodified (except as specifically set forth); and 2) Residents have no claims against Owner (except as specifically set forth). Failure to comply with this requirement shall be deemed to be an acknowledgment by Residents that the facts set forth in the estoppel certificate are true, and may be relied on by a purchaser or lender.

35. ATTACHMENTS TO THE AGREEMENT. The Residents certifies that he/she has received a copy of this Agreement and the below listed attachments to this Agreement, and understands that these attachments are part of this Agreement.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Welcome Letter | <input checked="" type="checkbox"/> Care and Maintenance for Cabinets |
| <input checked="" type="checkbox"/> Bicycle Storage Addendum | <input checked="" type="checkbox"/> Condominium Addendum |
| <input checked="" type="checkbox"/> Storage Agreement Addendum | <input checked="" type="checkbox"/> Construction Advisory and Agreement |
| <input checked="" type="checkbox"/> Training Checklist For Individual Parklift System Users | <input checked="" type="checkbox"/> Earthquake Emergency Procedures |
| <input checked="" type="checkbox"/> Community Policies | <input checked="" type="checkbox"/> Fire Safety Information |
| <input checked="" type="checkbox"/> Mold/Moisture Disclosure Statement | <input checked="" type="checkbox"/> Insurance Addendum 2011 |
| <input checked="" type="checkbox"/> Security Release Addendum | <input checked="" type="checkbox"/> Insurance Facts |
| <input checked="" type="checkbox"/> Pet Addendum | <input checked="" type="checkbox"/> Key and Entry Device Receipt |
| <input checked="" type="checkbox"/> Service Request Procedure | <input checked="" type="checkbox"/> Notice By Company Performing Pest Control |
| <input checked="" type="checkbox"/> Rent Collection Policies | <input checked="" type="checkbox"/> Parcel/Package Release Form |
| <input checked="" type="checkbox"/> Window Screen Replacement | <input checked="" type="checkbox"/> Resident Contact Information |
| <input checked="" type="checkbox"/> Garage Addendum | <input checked="" type="checkbox"/> Smoke Detector Agreement |
| <input checked="" type="checkbox"/> Credit Card Addendum | <input checked="" type="checkbox"/> Smoke Free Addendum |
| <input checked="" type="checkbox"/> Utility Billing Lease Addendum | <input checked="" type="checkbox"/> Sprinkler System Addendum |
| <input checked="" type="checkbox"/> Parking and Towing Procedures | <input checked="" type="checkbox"/> Stainless Steel Care Addendum |
| <input checked="" type="checkbox"/> Emergency Maintenance Addendum | <input checked="" type="checkbox"/> Storage Room Addendum |
| <input checked="" type="checkbox"/> Waiver of Liability | <input checked="" type="checkbox"/> Urban Living Addendum |
| <input checked="" type="checkbox"/> Facilities Addendum | <input checked="" type="checkbox"/> Move-In/Resident File Checklist |
| <input checked="" type="checkbox"/> Assurant Resident Notification | |

Initial: _____

36. SIGNATORIES. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement as against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

This Agreement provides for the automatic renewal of this Agreement as a tenancy from month-to-month at the expiration of the initial lease term unless 1) proper move-out or vacate notice is given; or 2) Residents and Owner agree otherwise in writing.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first written above.

Sample Lease (Resident) *Date* *(Owner/Agent)* *Date*

BICYCLE STORAGE ADDENDUM

This Storage Agreement Addendum is hereby attached and becomes a part of the Residential Lease Agreement (the "Lease") by and between **Sample Lease** ("Residents") and **360 Residences** ("Landlord") commencing on **October 4, 2011** for a **1 year**.

In addition to the Premises as set forth in the Lease, Landlord agrees to lease to Resident for the express use of bicycle storage space commonly known as space _____ (hereinafter "the Bicycle Storage Space"), in accordance with the terms and conditions set forth in this Lease, except the monthly Rental for the Storage Space payable by Resident shall equal **(\$0.00)** per month. Payment for the Storage Space shall be due and payable on the first (1st) calendar day of every month with Resident's monthly Rental Payment. If resident does not pay the full amount of the Rent shown in Paragraph 3 of the Rental Agreement in addition to the Storage Space Rent by the end of the third (3rd) day of the month, the Landlord may charge and collect a Late Fee as noted in Paragraph 4 of the Lease Agreement.

Resident shall accept such Bicycle Storage Space in its "As Is" condition. Resident agrees that they have received **0 (Zero)** Keys for the Storage Area. For all purposes under the Lease, the Storage Space shall be deemed to be a part of the Premises and the provisions of the Lease shall apply, except as otherwise provided in this Addendum. Resident agrees that Resident will not place any hazardous, combustible, explosive or illegal substances in the Bicycle Storage Space.

Resident shall be permitted the use of the Bicycle Storage Space throughout the Term of the Resident's Lease, provided, however, Landlord shall have the right to terminate Resident's use of the Storage Space by giving thirty (30) days' prior written notice to Resident. Landlord reserves the right to immediately terminate Resident's use of the Storage Space in the event of violation of these provisions including but not limited to the payment of Rental(s).

All Parties listed above hereby agree to and accept these terms and conditions mentioned in this addendum as well as those mentioned in the Rental Agreement:

Sample Lease (Resident)

Date

(Owner/Agent)

Date

APARTMENT # 202

STORAGE AGREEMENT ADDENDUM

This Storage Agreement Addendum is hereby attached and becomes a part of the Residential Lease Agreement (the "Lease") by and between **Sample Lease** ("Resident") and **360 Residences** ("Landlord") commencing on **October 4, 2011** for a **1 year** term.

In addition to the Premises as set forth in the Lease, Landlord agrees to lease to Resident for the express use of storage space commonly known as space # _____ (hereinafter "the Storage Space"), in accordance with the terms and conditions set forth in this Lease, except the monthly Rental for the Storage Space payable by Resident shall equal **(\$0.00)** per month. Payment for the Storage Space shall be due and payable on the first (1st) calendar day of every month with Resident's monthly Rental Payment. If resident does not pay the full amount of the Rent shown in Paragraph 3 of the Rental Agreement in addition to the Storage Space Rent by the end of the third (3rd) day of the month, the Landlord may charge and collect a Late Fee as noted in Paragraph 4 of the Lease Agreement. Resident shall accept such Storage Space in its "As Is" condition. Resident agrees that they have received **0 (Zero)** Keys for the Storage Area. For all purposes under the Lease, the Storage Space shall be deemed to be a part of the Premises and the provisions of the Lease shall apply, except as otherwise provided in this Addendum. Resident agrees that Resident will not place any hazardous, combustible, explosive or illegal substances in the Storage Space.

Resident shall be permitted the use of the Storage Space throughout the Term of the Resident's Lease, provided, however, Landlord shall have the right to terminate Resident's use of the Storage Space by giving thirty (30) days' prior written notice to Resident. Landlord reserves the right to immediately terminate Resident's use of the Storage Space in the event of violation of these provisions including but not limited to the payment of Rental(s).

All Parties listed above hereby agree to and accept these terms and conditions mentioned in this addendum as well as those mentioned in the Rental Agreement:

Sample Lease (Resident)

Date

(Owner/Agent)

Date

APARTMENT # 202

TRAINING CHECKLIST FOR INDIVIDUAL PARKLIFT SYSTEM USERS

1. The undersigned Parklift User acknowledges that he/she has been trained in the use of the Parklift system and is aware of the following items:

- a) All Parklift use must be in accordance with the factor Operating Instructions. On first use always **verify that the car will fit and that there are at least 2 inches of space around the car, i.e. front, rear, left, right, top.** Adjust wheel stop to specific car.
- b) Maximum vehicle weight is 4,400 pounds; maximum wheel load is 1,100 pounds.
- c) User only the assigned parking space. Review allowable auto dimensions and particular conflicts for individual spaces.
- d) To operate platform: Observe surroundings. Keep all persons well back from the lift. If all clear, step back, watch feet and insert key into key switch, turn and hold key to bring platform into property position for parking.
- e) Parking: Before driving onto the platform, verify that the platform is at the proper height. Platforms sometimes lower slightly over time. If platform is not at property height, do not use lift and notify System Manager. Unload baggage, groceries, children and pets prior to driving on to platform. Watch for antennas, racks on top of cars, etc. Drive **forward to wheel stop and set brake**. Walk out and watch for limited headroom.
- f) Driving out: Drive out slowly, watch for obstructions or people.
- g) Advise User who to call for problems.

2. Basic System Cautions:

- a) Keep people, especially children, away from Parklift gears, movable parts.
- b) Do not use platforms for storage.
- c) Do not use lifts as a hoist for car repairs.
- d) Do not let a stranger or guest use a parklift stall.
- e) Be alert for oil leaks, unusual noises and/or lift malfunction.
- f) Be aware of varying heights of lifts and conflicts at individual lifts.
- g) Maximum weight is 4,400 pounds per car.

3. Liability Release:

I hereby confirm that I have been fully instructed and understand the Operating Instructions and the above checklist for the safe operation of the Klaus Parklift.

I agree to indemnify and hold harmless the building owner and Klaus Parking Systems, Inc. from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of use of the Klaus Parklifts.

Sample Lease (Resident)

Date

COMMUNITY POLICIES

We, the Management for **360 Residences**, strive to make your living experience in our apartment community pleasant and comfortable. The following regulations were designed for your comfort and convenience, for you and your neighbors. We wish to take this opportunity to tell you about them:

"Premises" as used in the Community Policies include not only the apartment, but all of the land and improvements including any parking lots, driveways and common areas privately owned by the Owner/Agent and generally referred to as the apartment community.

SECTION A: PROPERTY/MOVE-IN INFORMATION

- 1. OFFICE HOURS:** The Rental Office is open on the days posted. Office hours are as posted on the office and/or on the bulletin board. In case of emergency, Management may be contacted after office hours via answering service/pager system.
- 2. RENT COLLECTIONS:** All rents are due and payable to Management at the Rental Office on or before the **FIRST DAY OF EACH MONTH**. Please make check or money order payable to the apartment community. **CASH PAYMENTS ARE NOT ACCEPTED.**
- 3. LATE CHARGES:** All rents collected on the **4th** day of the month or thereafter are subject to a rent late fee as specified in your rental agreement. Rent is due on the **first** day of the month. Late payment after the first day of the month is a *courtesy* and should not be abused. Three late payments in a twelve (12) month period is considered material non compliance for chronic late payment of rent.
Collection of Late Rent: The following step-by-step procedure will be used to collect all rent in arrears:
 - a) A notice to pay rent or quit will be served.
 - b) Unlawful Detainer Action for possession will be initiated.
- 4. RETURNED/NSF CHECKS:** If Resident offers one returned check, Resident will be notified that Management will not accept any further personal checks, and rents thereafter will have to be paid by money order or cashiers check. The returned check must be paid for with a money order or cashiers check within 24 hours after Resident's receipt of notice. Any check that is returned is subject to a **\$25.00** processing fee in addition to the late charge.
- 5. LOST KEYS/LOCK OUTS:** Residents locked out after office hours will be charged a fee of **\$75.00** to have their door opened, or Resident may call a locksmith at resident's expense to open the door. **PROPER IDENTIFICATION IS REQUIRED!**
- 6. EXTENDED ABSENCES:** Resident should advise Management of any planned absence for an extended period of time.
- 7. MAIL/PARCELS AND NEWSPAPERS:** Only registered Residents are to receive mail. All mail must contain the full address of your residence, which includes the apartment number as well as the building number (if applicable). Unwanted or "throw-away" advertising should be disposed of properly. Resident is responsible for making arrangements for parcel delivery that does not fit in the provided mail receptacle. Management representatives are authorized to sign for parcels. This includes parcels from UPS, Federal Express, U.S. Postal Service or other mail and delivery services.
- 8. APARTMENT INSPECTION:** Periodically, Management may enter each apartment to check the smoke detector(s) and replace the air conditioner/heater air filter, to properly maintain the unit's equipment. Each resident will be notified of the inspections with a written notice 24 hours in advance or 6 days in advance by mail.

Prior to vacating, Resident is entitled to a pre-move out inspection of the apartment to assess move-out charges. Resident will be given a minimum of a 48-hour notice prior to the inspection. Resident will have the right to be present for the inspection, approve for management to conduct the inspection without being present, or waive the right to the inspection.
- 9. WATER FURNITURE:** Resident agrees to maintain personal property insurance which specifically covers damages caused by waterbeds, resident owned washers and fish tanks protecting owner in an amount not less that \$100,000, and an increase in your deposit equal to one-half month's rent. Resident must also install, maintain and dismantle all water furniture in accordance with industry standards. Resident may not have on the premises an aquarium or any equivalent type of device with a capacity in excess of ten (10) gallons without prior written consent of Landlord. Any damages to the apartments, apartment community or other residents' belongings as a result of leaks from water furniture will be repaired at the expense of the resident. Damages caused by the water furniture to other residents' belongings will give management permission to provide necessary resident information to all parties affected by the damage.

SECTION B: USE OF PREMISES

- 10. SMOKE DETECTOR:** A smoke detection device has been installed in each apartment. The Resident acknowledges the

smoke detector(s) was/were tested and its operation demonstrated by the management staff in the presence of the Resident at the time of initial occupancy and the detector(s) in the apartment was working properly at that time.

If the smoke detector is battery operated, each Resident understands that said smoke detector(s) is a battery-operated unit and it shall be each Resident's responsibility to:

- a. Ensure that the battery is in operating condition at all times
- b. Replace the battery as needed(unless otherwise provided by law); and
- c. If, after replacing the battery, the smoke detector(s) does not work, inform the Management Representative immediately in writing.

It is Resident's responsibility during residency to periodically test the device. Resident must inform the Management Representative immediately in writing of any defect, malfunction or failure of any detector(s). REMOVING OR TAMPERING WITH A SMOKE DETECTOR will be considered cause for termination of residency.

Resident Initials: _____

- 11. SPRINKLER SYSTEMS:** The premises you occupy may be equipped with an automatic sprinkler system. Resident agrees to use caution when moving furniture and avoid hanging objects or clothes from the sprinkler heads. A simple depression of the sprinkler head will result in a total draining of the water from the sprinkler system. Resident will be held liable for all damages to the condominium, flood clean up and personal property damage caused by triggering the sprinkler system by improper use or damage.
- 12. UNSAFE CONDITIONS:** Resident agrees to report immediately to Management any accident, injury, damage or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by the lease, including all breakage, damage, or loss of any kind, including but not limited to, water intrusion, water leaks or moisture problems of any kind, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Resident further agrees to immediately notify Management of unsafe conditions in the common areas and grounds of the premises which may lead to damage or injury.
- 13. ALTERATIONS OR ADDITIONS:** Resident shall not make any alterations or additions to the premises. If any repairs, alterations or additions are necessary, Resident shall notify Management in writing. Resident shall make no repairs, alterations, exterior alterations include but are not limited to posting of signs, flags, plants on ledges and wind chimes, additions to the dwelling structure inside or out without first obtaining written consent from Management. American flags may be displayed within the laws of the state and proper flag etiquette. Interior alterations include but are not limited to, changing light fixtures, painting, hanging wallpaper, etc.
- 14. OUTWARD APPEARANCE:** Alterations that affect the apartment community's outward appearance, such as installing personal window coverings, foil on windows, towels, blankets or clothing draped over balconies or partitions, is not permitted. Signs or advertising materials will not be permitted to be posted. No foil, sign advertisements, poster, or similar display, shall be affixed to any door, window or exterior wall, that may be visible from the outside of the building by other residents. The American Flag may be displayed within the rentable space of the apartment. This area includes inside the patio or apartment walls or window. The flag can not hang over the side of the patio or balcony. Flags can not be attached to the exterior walls of the building.

Resident(s) agree to abide by the etiquette guidelines for the proper display of the American Flag which are available in the rental office.

- 15. ANTENNAS:** The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna *within* the leased premises. Resident must pay a deposit and obtain a written agreement prior to installation of any satellite dish. Resident is responsible for making sure the dwelling is in allocation to receive the satellite signal prior to requesting permission to install. **The rental agreement must be amended to incorporate requirements and restrictions prior to any installation.** For information on requirements and restrictions, contact Management. Resident shall not install any external television or radio reception device nor climb or have others climb upon the roof. A separate deposit is required prior to installation.
- 16. BARBEQUES:** Due to fire and other safety hazard concerns, no charcoal briquette barbeque grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the apartments or on patios, balconies or breezeway areas. Any use of open flame is prohibited including but not limited to barbeques and torches.
 - 1) Electric coil grills may be used. Electric coil grill must be at least three (3) feet away from any part of the apartment structure, or in a designated area.
 - 2) Propane tanks can not be stored in the patio/balcony area if in excess of 2.5 pounds (such as the small ones used on a camp stove). Propane tanks can not be stored indoors.

- 3) A propane or charcoal barbecue can not be utilized within 10 feet of a combustible material. An adult must be in attendance **at all times**.
 - 4) A hose attached to a water supply, a fire extinguisher, or at least five (5) gallons of water must be available at all times.
- 17. WINDOWS AND/OR SCREENS:** Resident must not remove or tamper with screens. Resident acknowledges all screens are intact and in good condition upon taking occupancy. Residents shall be responsible for replacement and/or repair of windows and/or screens damaged or removed by resident, members of Resident's household or guests.
- 18. BUSINESS:** Resident shall not use the premises or permit their premises to be used for any business purpose, without the prior written consent of Management.
- 19. LOCKS:** Residents shall not alter any lock or install a new lock or knocker on any door of the premises without the written consent of Management; and if installed, they shall not be removed. In such case consent is given, Resident shall provide Management with a key for the use of Management, pursuant to Management's right to access to the premises. Locks or chains must be left in place when Resident vacates.
- 20. EQUIPMENT:** Apartments are provided with **stoves, refrigerators, and heaters**. Some apartments also have **air conditioning, garbage disposals, dishwashers, and washers/dryers**. Resident assumes responsibility for any misuse of this equipment. Management will assist with any questions as to the procedures for proper operation of the equipment. No personal dish-washing machine, clothes washing machine, clothes dryer or other large appliance is permitted in the apartment without prior written consent of management.
- 21. WATER FILTER:** Residents are responsible for the cost associated with changing the water filter in the refrigerator and the owner is not responsible for these replacement costs.

SECTION C: MAINTENANCE/DAMAGE

- 22. EMERGENCIES:** Emergencies affecting the premises should be promptly reported to Management. Please report emergencies occurring after office hours to the emergency number as posted at the Rental Office. Residents are cautioned to use discretion in reporting emergencies after office hours, as only EMERGENCIES will receive attention after regular hours.
- 23. SERVICE REQUESTS:** Resident is responsible for notifying management when maintenance or repair work needs to be performed in the apartment. Routine requests for maintenance will be given to Management in writing whenever possible, including permission to enter in Resident's absence or a request for appointment. All non-emergency repairs will be handled during normal business hours. Employees can not enter the apartment to make repairs if there are persons under 18 years of age in the home without an adult guardian. Scheduled appointments will be set in a 4-hour window. In emergency situations, when the apartment community office is closed, the resident agrees to call the apartment community office telephone number and leave a message with the answering service, pager system, on call personnel, etc. Management has the right to enter if Management believes an emergency exists. Resident agrees to promptly report need of service or repairs to the property or equipment covered by the lease, including unsafe conditions in the common areas and grounds of the premises that may be a threat to health and safety or lead to damage or injury.
- 24. SEWER STOPPAGES:** The sewer system is adequate to handle all normal waste, but the system will not handle disposable diapers, feminine products or other such refuse. Addition of toilet cleansing tabs can cause stoppage. Stoppages resulting from alterations to equipment, addition of commercial deodorizer and/or resident's negligence will be cleared at Resident's expense.

SECTION D: HOUSEKEEPING

- 25. STANDARDS:** Resident shall keep the interior of the apartment clean according to good housekeeping standards. This includes maintaining all utility services. Resident will assume full responsibility for keeping their patio, entry doors, entrance walkways, porches, patios and balconies area cleaned, neatly arranged and free from unsightly or unused items. Resident shall keep the premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the apartment fixtures, appliances, entry doors, windows and screens, sidewalks, parking space(s) and grounds, in a clean, safe and sanitary condition. Resident shall refrain from shaking, cleaning, hanging clothes, towels, rugs or other personal property from windows, balconies or railings.
- 26. PREVENTION OF MOISTURE PROBLEMS:** Moisture problems must be prevented and treated immediately to prevent mold. Proper ventilation is essential for preventing mold. If you should have mold develop on windows, walls or ceilings, or a musty odor is present in the carpeting, report these conditions to the rental office immediately. To prevent moisture buildup, utilize stove and bathroom vent fans and leave on until steam is gone. Condensation, which develops on windows from indoor moisture, must be wiped down immediately including the window tracks. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for

short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home. Report any running or dripping faucets, plumbing leaks, roof leaks, discoloration of walls or water intrusion immediately to the rental office. Resident acknowledges receipt of the "Mold/Moisture Disclosure Statement".

- 27. PEST CONTROL:** Resident shall report the need for pest control to Management. Resident agrees to cooperate with the pest control service and abide by guidelines given by the pest control service or management.
- 28. HEALTH & SAFETY:** Resident agrees to comply with all obligations imposed upon Residents by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards.
- 29. STORAGE:** Garbage cans, bottles, brooms, mops, toys, bicycles, fitness equipment, cardboard boxes, household furniture, and similar personal property are to be kept inside the apartment or appropriately designated storage areas and out of view. Patios and/or balconies are to be used for patio furniture only. Areas located outside front doors or on stairway landings are part of the common area and cannot be used for storage.
- 30. SMOKING:** Resident acknowledges that damage caused by smoking will not be considered normal wear and tear. Households having one or more smokers, or guests that smoke, will be held responsible for additional costs related to smoke related damages. Smoke related damages can be, but are not limited to, yellowed walls and ceilings; mini blinds and draperies, painting or treatment required due to smoke odor, burns to counters, sinks or extra cleaning of carpets due to smoking. Interference with other residents rights to the quiet enjoyment of the premises as a result of second hand smoke may be grounds for termination of tenancy.
- 31. HOUSEHOLD ODORS:** Resident acknowledges that odors caused by cooking or use of strong chemicals should not interfere with other residents rights to the quiet enjoyment of the premises. A resident agrees to utilize proper fans and ventilation when cooking.
- 32. TRASH:** Resident shall deliver and place all garbage and trash in proper bins at designated locations. If the bin you normally use is full, please use another bin. To maximize available space, please break down large objects such as cardboard boxes. Trash bins and/or enclosures are NOT to be used for large items such as furniture, etc. Removal of large items, such as furniture, from the premises is Resident's responsibility. Residents are responsible for any/all unacceptable items placed in the trash receptacles, such as; toxic waste or other possible harmful items.
- 33. UNIVERSAL WASTE:** Disposal of universal waste is prohibited in general trash receptacles in the apartment community. Disposal of universal waste in the trash receptacles can result in a fine of \$25,000. Universal waste includes electronic devices (televisions, computer monitors, computers, printers, VCR's, cell phones, telephones, radios and microwaves), common batteries (AA, AAA, C Cells, D cells and button batteries), Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps (fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium and neon bulbs), Mercury added Novelties (greeting cards, athletic shoes and mercury maze games), Non-Empty Aerosol cans (aerosol cans can be flammable). Containers for disposal can be purchased at HD Supply; 1-800-431-3000 or www.HDSupply.com.
- 34. RECYCLING:** Resident agrees to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash.

SECTION E: SUPERVISION HOUSEHOLD MEMBER/VISITORS/GUESTS

- 35. GUESTS:** Guests staying in excess of **72 hours MUST** register with the office. Resident may be permitted to have a guest(s) visit their household. However, any adult person(s) making REOCCURRING visits OR one continuous visit of **14** days and nights in a **45-day** period without consent of Management is a violation of the lease. Persons receiving mail to the premises will be considered occupants. All adult household members must submit a completed application and qualify for residency.
- 36. SUPERVISION:** Resident agrees that Resident is responsible for the conduct of any member of their household, visitors and guests, and agrees to pay for any damage to the premises caused by members of the household or guests. Resident shall prevent household members and guests from loitering or playing in areas other than designated play areas, and to prevent household members or guests from tampering, in any way, with the landscape, sprinkler system or plants, shrubbery, trees or equipment that is appurtenant to the premises.
- 37. WALKWAYS:** Resident shall not store nor allow any personal household property outside the apartment in a manner that may be detrimental to the appearance of the premises or interfere with free passage upon any street or sidewalk in the premises. Walkways are for pedestrian use. No bicycling, roller skating or in-line skating, skateboarding, coaster riding, etc., is allowed on walkways. Walkways are to be kept clear of toys, bicycles, etc.

38. WADING POOLS: Use of wading pools on the premises is prohibited.

SECTION F: CONDUCT

39. LOITERING: Residents, household members, or guests shall not loiter outside the apartments, after **10:00 p.m.** Residents shall conduct themselves, and cause other persons who are on the premises with their consent to conduct themselves in a manner, which will be conducive to maintaining the premises in a decent, safe, and sanitary condition; and to promote the quiet enjoyment of the premises for all residents. Resident will not make, or cause to be made, or permit any disturbance or loud noises in or on the premises, street, or common areas.

40. NOISE: Residents, household members and guests shall not make or allow to be made any disturbing noises upon the premises by Resident, household members or guests, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other Residents. Residents, household members and guests are advised to take care when approaching and leaving their apartment during the quiet time, **between the hours of 10:00 p.m. and the following 8:00 a.m.** and to show consideration of other residents at all times. No Resident shall play upon or allow to be played upon, any musical instrument or operate or allow to be operated audio equipment, radio, or television in or on the premises **between the hours of 10:00 p.m. and the following 8:00 a.m.**, if the same shall disturb or annoy other occupants of the Apartment Community.

41. THREATS/OFFENSIVE CONDUCT: To assist in ensuring the safety and quiet enjoyment of all tenants, Residents, household members and guests shall not engage in offensive conduct or language on or about the premises. Resident, all members of the Resident's household and guests shall not cause or threaten to cause serious physical injury to another person on the premises, or be involved in a fight while on the premises; commit abuse upon any person on the premises, and will abstain from any activity which impairs the physical or social environment of the premises.

42. ALCOHOL/PUBLIC INTOXICATION: Resident shall not, and Resident shall take reasonable action to prevent all members of Resident's household and guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the premises, or in vehicles parked or moving on the premises.

43. ILLEGAL ACTIVITY: Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang or drug-related illegal or criminal activity, on or near the premises. Resident, all members of the Resident's household and guests shall not engage in the manufacture, sale, or distribution of illegal drugs or be under the influence of any controlled or illegal substance at any location, whether on or near the premises or otherwise, nor permit the dwelling unit to be used for, or to facilitate, any illegal or criminal activity.

44. ACTS OF VIOLENCE: Resident or members of the household or guests shall not engage in any acts of violence including but not limited to the display of, brandishing, or using in a threatening manner, any dangerous weapons or objects in or about the premises. Resident shall not keep or use on or about the premises or project any explosive, flammable, or repellent device, or otherwise dangerous device, and to take every care and precaution to prevent fires.

SECTION G: VEHICLES

45. PARKING/SPEED LIMITS: Resident shall observe, and cause all members of Resident's household and guests to observe, the posted speed limits on drives in the premises, to park and cause members of Resident's household and guests to park only in assigned parking areas; not to block access for emergency vehicles, or to other residences, and not drive, or park any vehicle on the lawn, driveway, or other areas for common use in the premises. Resident agrees that any vehicle that is improperly parked, or in violation of vehicle or parking policies without written permission of Management may be removed at the expense of the vehicle's owner. Unassigned Parking: *Apartment Communities with unassigned parking, the following applies:* Parking is on a first come/first serve basis. Residents having more than one vehicle per household are requested to be considerate of other residents when parking second vehicles. Infrequently used second vehicles are to be parked in more remote parking areas as designated by Management. Additional vehicles are to be parked off the premises.

46. VEHICLE REGISTRATION: Resident shall register **all** household vehicles with Management. Resident agrees to provide vehicle information (license number, make, model, etc.) and provide updated information in the event of changes. Vehicles on the premises must be currently registered and properly insured according to state law.

47. MOTORCYCLES/TRAILERS/BOATS/RV's: Motorcycles are considered vehicles and must be parked in an appropriately designated parking space. Motorcycles may not be parked on sidewalks, in stairwells, on patios, on porches or in any other area not designated for the parking of vehicles. No recreational vehicles, trailers or boats are allowed on the premises except with written consent of Management.

48. INOPERABLE VEHICLES: Vehicle maintenance on the premises is prohibited. Residents and/or guests shall not park vehicles in a state of disrepair on premises. This includes operational vehicles leaking on parking surfaces. Leaks and

spills and/or damages caused by same are the responsibility of Resident. The owner of any vehicle that leaks oil in the parking lot will be held responsible for clean-up and/or damage charges. Resident agrees that any vehicles that are inoperable for more than 72 consecutive hours without written permission of Management may be removed at the expense of the vehicle's owner. Vehicles not moved in excess of 5 days will be considered inoperable.

49. WASHING VEHICLES: Residents may wash or spray off vehicles only in designated areas of the premises. Resident will make every effort to not waste water if a designated area exists. Management will advise residents if a specific area exists on the property. If no designated area exists, Residents may not wash or spray off vehicles anywhere on the premises.

SECTION H: PETS

50. NO PETS: NO PETS or any wild or domestic animals of any kind and no aquariums in excess of ten (10) gallons are allowed on the premises or in the apartments at any time, including pets belonging to others, without the *prior written consent* of Management. If a pet is allowed, **a separate written agreement and deposit is required**. Contact Management for further information. If a service animal is needed, a separate written agreement is required.

SECTION I: MOVE-OUT INFORMATION

51. PERSONAL PROPERTY: Resident agrees to remove all personal property when vacating the premises. All personal property left on the premises when the apartment is vacated shall be deemed to be property abandoned by Resident and may be disposed of according to law. All personal property removed from the premises at the time of physical eviction of Resident shall be deemed abandoned if not claimed within the time prescribed by law, and may be disposed of by Management according to law thereafter.

52. MOVE-OUT CHARGES: Residents will be charged for damage to the apartment beyond "normal wear and tear". Repair and replacement damages will be billed at actual charges. Please see your Check-in/Check-out sheet for additional information concerning this matter.

SECTION J: HOLD HARMLESS AND WAIVER

53. DEPOSITS: Deposits will be refunded when ALL keys are returned and premises are vacated and the apartment is left in the same general condition as when first occupied, with the exception of normal wear and tear, in accordance with state law.

54. INSURANCE: No insurance is provided by Management for Resident's personal property or additional living expense. Resident agrees to indemnify and hold Management harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Resident or any other person on the premises with Resident's consent except as may be caused by the negligence of Management. The Resident is hereby advised and understands that the personal property of the Resident is not insured by the Management for either damage or loss, and the Management assumes no liability for any such loss.

Management requires resident maintain at their expense a standard type or renters homeowner insurance policy or it's equivalent, issued by a licensed insurance company of resident's selection which provides limits of liability of at least **\$100,000.00** personal liability.

THESE COMMUNITY POLICIES NOW BECOME A PART OF YOUR LEASE AGREEMENT.

Sample Lease (Resident) Date (Agent/Owner) Date

MOLD/MOISTURE DISCLOSURE STATEMENT

This Addendum to the Rental/Lease Agreement is made and entered into this day of **October 4, 2011** between **360 Residences** ("Owner") and **Sample Lease** ("Resident"), pertaining to the premises located at **360 South Market Street, San Jose**, State of **California** in Apartment Number **202**.

There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/or mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray brown, orange, yellow and other colors. Your housekeeping and living habits are an integral part of the ability of mold to grow. In order for mold to grow water and/or moisture must be present.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to management any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan;
7. To water plants outdoors;
8. To notify management of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. **TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE**
10. To clean **upon first appearance**, any mildew from condensation on window interiors, bathroom & kitchen walls, floors and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag.
11. **TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH** on surfaces inside the Premises;
12. To allow management **immediate entry** to the Premises to inspect and make necessary repairs;
13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home;
15. To notify management of any problems with the air conditioning or heating systems that are discovered by Resident;
16. To maximize the circulation of air by keeping furniture away from walls and out of corners.
17. **In addition to the above, resident further agrees to perform** all responsibilities set forth in the MOLD/MOISTURE DISCLOSURE STATEMENT.

RESIDENT FURTHER AGREES to indemnify and hold harmless Owner and Owner's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorneys' fees and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations set forth above or as the result of the intentional or negligent action or failure to act on the part of Resident or of any other person living in, occupying, or using the Premises.

Resident hereby certifies that Resident has read the MOLD/MOISTURE DISCLOSURE STATEMENT, and has read and understood the contents of this ADDENDUM, and has received a duplicate copy.

Sample Lease (Resident)

Date

(Management Representative)

Date

MOLD/MOISTURE DISCLOSURE STATEMENT

1. **What are Molds?*** Molds are simple, microscopic organisms, present virtually everywhere indoors and outdoors. Mold, along with mushrooms and yeast, are fungi and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source (any organic material, such as leaves, wood, paper or dirt) and moisture. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air.
2. **How Are You Exposed to Mold?*** Everyone is exposed to some mold on a daily basis, most without evident harm. It is common to find mold spores in the air inside homes, and most of the airborne spores found indoors come from outdoor sources. **The California Department of Health Services has stated that mold spores can cause health problems when they are present in large numbers and people inhale many of them and that health problems can occur when there is active mold growth within home, office or school, where people live or work, however, contrary views exist on this topic. The California Department of Health Services has stated that people can also be exposed to mold by touching contaminated materials or by eating contaminated foods.**
3. **How Can Mold Become A Problem In Your Apartment Unit?*** Molds will grow and multiply whenever conditions are right (sufficient moisture is available and organic material is present). Be on the lookout for common sources of indoor moisture that may lead to mold problems. Common indoor moisture sources include, but are not limited to: condensation (caused by indoor humidity that is too high or surfaces that are too cold); plumbing leaks; overflow from tubs, sinks or toilets; humidifier use; inadequate venting of kitchen and bath humidity; **failure to keep bathtub areas, shower areas, sink areas, dishwasher and washing machine areas properly cleaned and dried after usage**; line drying laundry indoors; watering of house plants indoors; flooding; roof leaks; steam from cooking; and shower/bath steam. **Water, moisture and mold MUST be dealt with immediately.**
4. **Can You Tell If You Have Mold In Your Unit?*** You may suspect that you have mold if you see discolored patches or cottony or speckled growth on walls or furniture or if you smell an earthy or musty odor. You may also suspect mold growth if mold-allergic individuals experience allergic reactions. Look for signs of excessive moisture or water and/or moisture or water damage, i.e. water leaks, standing water, water stains, or condensation problems. Search behind and underneath materials, furniture or stored items.
5. **What To Do If You Suspect That Mold is Within Your Unit**
 - (a) **IMMEDIATELY NOTIFY MANAGEMENT** If you suspect the existence of mold within your unit. Management staff has specific procedures and steps to follow in handling the detection, testing and clean up of mold.
 - (b) **Do not attempt to clean the mold.** Any necessary clean up will be performed and/or supervised by management, but only after the moisture source is fixed and excess water has been removed. *Warning: persons performing the cleaning process may be exposed to mold, strong detergent and disinfectant; spore counts may be 10 to 1000 times higher than background levels when mold-contaminated materials are disturbed.*
 - (c) Do not use air cleaners that are promoted to remove indoor mold or associated odors; some of these are designed to produce ozone. The California Department of Health Services strongly recommends that you NOT use an ozone air cleaner in any occupied space.
6. **What Are Your Responsibilities In Preventing Indoor Mold Problems? As a resident, YOU are responsible for preventing indoor mold problems within your unit.** Such responsibility includes performing or preventing the following tasks or conditions:
 - (a) Inspect your unit regularly for the indications and sources of indoor moisture
 - (b) **CONDENSATION, WHICH DEVELOPS ON IN ANY AREA OR ON ANY SURFACE FROM INDOOR MOISTURE MUST BE WIPED DOWN IMMEDIATELY. These areas and surfaces include, but are not limited to windows, window tracks (Condensation on windows indicates that fresh air is not being circulated in your unit) walls, tile surfaces and tub/shower areas.** To help prevent moisture build-up, open your windows and air out your unit for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your unit);
 - (c) When showering/bathing, always utilize the bathroom fan or open a bathroom window and leave on or open until bathroom steam is gone;
 - (d) Water plants outdoors;
 - (e) Do not dry wet clothes indoors;
 - (f) Leave adequate space for ventilation between all walls and furniture, appliances and other objects within your

Resident's Initials _____

apartment. Do not allow furniture, appliance or other objects to come into contact with walls;

(g) Always utilize stove hood vents when cooking items that may cause steam; and

(h) If a leak or flooding occurs, it is essential for you to act *quickly* in doing the following:

(1) IMMEDIATELY CONTACT MANAGEMENT;

(2) Remove excess water with mops or wet vacuum;

(3) If possible, move wet items to a dry and well ventilated area or outside to expedite drying; move rugs and pull up areas of wet carpet as soon as possible;

(4) Open closet and cabinet doors and move furniture away from walls to increase circulation;

(5) Run portable fans to increase air circulation (Do NOT use fans if you believe mold may have already started to grow); ***and***

(6) DO NOT turn up the heat or use heaters in confined areas, as higher temperatures increase growth rate of mold growth.

* Some of the above information was obtained from California Department of Health Services/indoor Air Quality Information Sheet.

Resident's Initials _____

SECURITY RELEASE AGREEMENT

THIS AGREEMENT is entered into this 4th day of October, 2011 by and between **360 Residences** "Owner" (Landlord), and **Sample Lease** "Resident" (Tenant) at the property located at 360 South Market Street, San Jose, CA, 95113, Apartment #202.

Resident(s) agrees that he/she will inspect and will determine, to his/her satisfaction, that door locks, latches, window locks and other safety devices are in good working order. I agree to inspect and test each of these items and to give *Owner/Management* prompt written notice if I determine that any of the aforementioned devices needs repair or replacement. I understand these devices will be checked by *Owner/Management* upon move-in only unless otherwise requested in writing by me.

Resident(s) agrees that *Owner/Management* may alter or cancel any courtesy patrol service without notice and that *Owner/Management* has no obligation or liability for the acts or omissions of any agent of any courtesy patrol service which may be engaged by *Owner/Management*

Resident(s) recognize that *Owner/Management* does not guarantee or assure his/her personal safety, and that *Owner's/Management's* efforts are voluntary and are done in an effort to reduce the risk of crime in the apartment community. I agree that the furnishing of safety devices and courtesy services will not constitute a guarantee of their effectiveness nor impose any obligation on *Owner/Management*, their respective agents, partners, officers, directors and representative, from any property damage which is in any way related either to my reliance on any of the safety devices or the courtesy service mentioned above or to any defect, malfunction or inadequacy concerning any of the safety devices.

This agreement is made to and becomes a part of the Lease Agreement dated October 4, 2011.

Executed this 4th day of October, 2011.

Sample Lease (Resident)

Date

(Agent/Owner)

Date

PET ADDENDUM

This pet addendum is hereby attached to and becomes part of the rental agreement between Sample Lease hereinafter referred to as Resident(s) and 360 Residences hereinafter referred to as "Landlord".

- Pets of any kind are not allowed and you agree that you will not bring or maintain any pet (even temporarily) on the property at any time. If a pet is found on the Premises belonging to you or your guests, your rental agreement may be terminated and you will be asked to leave immediately, unless prior written permission is obtained.
- You have received written permission and agree to the following rules and regulations:

Pet
No pets at this time.

DEPOSIT: A total pet deposit of \$0.00 is required. In the event that cleaning and sanitizing are needed or damages occur, deductions will be taken from the pet deposit. The remaining pet deposit will be refunded in the same manner as provided in the rental agreement. A charge of \$25.00 will be assessed for flea spraying on any apartment containing a pet.

RENT: A total monthly pet rent of N/A is required. The pet rent shall be due and payable with Tenant's monthly Rental.

INOCULATION: Said pet has been properly licensed and inoculated for rabies and other usual inoculations for the type of animal.

COMMUNITY RESTRICTIONS: Resident agrees to keep pet under strict control and strictly indoors. The pet may not be tied to the patio, porch area, trees or fixtures and left unattended. Your patio must be kept in clean and sanitary order.

Any mess on the grounds, created by the pet shall immediately be cleaned up by the pet owner. Dog owners required to purchase and carry scoopers and/or trash bags when walking dogs within community, including designated dog run areas.

_____ (Resident Initials)

Dog(s) must be on a leash at all times and not allowed in common areas nor recreational areas or facilities. Under no circumstances will pets be allowed in landscaped or grass areas.

Cats are required to be strictly indoors.

DISTURBANCE: Pet will not be permitted to cause any discomfort, annoyance, nuisance or in any way cause complaints from any other Resident. If in the judgment of the Landlord, the pet is a community disturbance, the Resident agrees, on ten (10) days written notice, to remove pet from the premises permanently.

IMPOUNDMENT: If the pet is loose on the premises and you are not available or willing to retrieve it, Landlord may, but is not obligated to, retrieve and return it to your apartment, or cause appropriate officials to impound it. Resident agrees to indemnify Landlord for any damages or expense it may incur in carrying out any one of the foregoing options.

REVOCATION: Landlord may revoke the consent given herein upon ten (10) days written notice, which revocation will require you to remove the pet from the premises within said 10 days.

VIOLATION FEE: In the event pet owner is found in violation of any of the above community restrictions, Resident agrees to pay Landlord a fee of \$100.00 per violation. Repeated violations will jeopardize rental agreement and/or be grounds for pet permission revocation.

_____ (Resident Initials)

BREACH: For failure or breach of any of the above regulations, Landlord reserves the right to revoke permission to keep the pet and to terminate the rental agreement herein and to hold Resident responsible for the remainder of the unexpired term thereof.

Sample Lease (Resident)

Date

(Management Representative)

Date

SERVICE REQUEST PROCEDURE

Apartment Community Name: **360 Residences**
Resident Name: **Sample Lease**
Apartment Number: **202**
Date: **October 4, 2011**

I have read the attached Rental Agreement and the "Mold/Moisture Disclosure Statement" Addendum.

I understand that the Service Request Procedure as explained herein, must be followed by all residents and is required in addition to my responsibilities as a resident as explained in the attached "ADDENDUM - Mold/Moisture Disclosure Statement".

I am aware that I must notify the apartment community office when maintenance or repair work needs to be performed in my apartment. I am aware that this can be done by one of the following methods:

1. By going to the apartment community office during normal working hours, and completing a "Service Request" form.
2. If I cannot come to the apartment community office in person, I will call the apartment community office during normal business hours, Monday through Friday, **9:00am to 6:00pm**, to report my service request. Service requests can also be submitted by email to **360residences@fpimgt.com**.
3. In emergency situations, when the apartment community office is closed, I will call the apartment community office telephone number and leave a message with the answering service, pager system, on call personnel, etc.
4. All non-emergency requests for repairs will be handled during normal apartment community business hours.

I am aware that, if I do not report to the apartment community office repair work that needs to be performed in my apartment, I may be charged for damage incurred as a result of my negligence and/or alterations to equipment.

Sample Lease (Resident)

Date

(Agent/Owner)

Date

RENT COLLECTION POLICIES

1. Rent is due on or before the **first** day of each month. Acceptable forms of payment are personal checks, money orders or cashier checks. Payment must be in U.S. currency. Foreign checks, Traveler's checks and wire transfers are not accepted. **CASH IS NOT ACCEPTED.**
2. Any rents collected after the **3rd** day are subject to a late fee. A late fee of **\$100.00** will be assessed on the **4th** day.
3. Checks for rent that are returned by the bank are subject to a **\$25.00** redeposit fee and appropriate late fee.
4. Checks are accepted only from persons approved for occupancy on the lease. Third party checks are not accepted.
5. Any resident who has one (1) returned check, must pay future rent with money orders or cashier checks. No further checks will be accepted.
6. Residents who have not paid rent by the **3rd** day of the month are subject to a "Notice to Pay or Quit". Payment of rent after the **3rd** day of the month must be paid by money order or cashier's check.
7. Those residents who fail to pay rent within the "Notice to Pay or Quit" period will be served with an Unlawful Detainer Action by our attorney.
8. Prorated rent will be rounded to the nearest dollar: If .50 cents or higher, round up; and, if it is .49 cents or lower, round down.
9. Practice of paying rent late or failure to pay assessed fees and late charges can be grounds for termination of residency.
10. Promises to pay rent after the due date will not stop legal action. Partial payments are not accepted.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

WINDOW SAFETY ADDENDUM

This addendum becomes part of the Lease Agreement between **360 Residences** and **Sample Lease** (Resident) for the premises located at **360 South Market Street, San Jose, CA 95113, Apt. # 202**.

Resident agrees to be responsible for the safety of all occupants in the use and opening of windows.

Please review just a few simple steps to take to ensure household occupant safety around windows.

- Set and enforce rules about keeping play away from windows or patio doors.
- Be aware of the danger of falls from windows. Keep your windows closed and locked when children are around and no adults are present to supervise.
- When opening windows for ventilation, open windows that a child cannot reach.
- Keep furniture away from windows. Move chairs, cribs, beds, and other furniture away from windows.
- Never depend on an insect screen to keep your child from falling out of the window. Screens are intended to keep insects out.
- Whenever possible, open windows from the top, rather than the bottom.
- Screens must not be removed or tampered with.
- If Management finds the Resident screens on the ground, Management will place it back in the window and you will be charged for the labor involved.
- If the screen is damaged, Management will attempt to repair it and the Resident will be charged for labor and materials.
- If the screen cannot be repaired, the Resident will be charged for the cost of replacement.

Resident acknowledges that all of my screens are intact and in good condition. If damage occurs Resident understands that Resident is responsible for costs of repair and replacement.

Resident acknowledges the review and understanding of the window safety procedures.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

GARAGE ADDENDUM

This Garage Addendum becomes part of the Lease Agreement dated **November 22, 2011** between **360 Residences** and **Sample Lease** referred to as Resident. Resident agrees to rent garage(s) at the rate of **\$0.00** per month. Rent is due and payable on or before the first of the month. Rent not paid by the **3rd** of the month will be assessed a **\$100.00** late fee. Failure to pay the rent by the fifth of the month will result in a Thirty Day Notice to terminate this agreement. This term of this agreement will be: **1 year**.

This agreement will begin **October 4, 2011** and end **October 3, 2012**.

Resident agrees to utilize the garage(s) for the parking of vehicle(s) only. **RESIDENT AGREES TO NOT UTILIZE THE GARAGE(S) FOR STORAGE OF PERSONAL BELONGINGS. MANAGEMENT RESERVES THE RIGHT TO INSPECT GARAGES AT ANY TIME FOR ADHERENCE TO THIS AGREEMENT.** Resident agrees not to store combustible or flammable items in the garage. Resident agrees not to use the garage(s) as a place of occupancy. Resident agrees not to store or cage animals in the garage(s).

Resident acknowledges and agrees that Owner/Management is not responsible for securing or monitoring the contents inside the garage(s). Resident agrees to obtain insurance for all vehicles and contents stored in the garage(s). Resident acknowledges that Owner/Management does not provide insurance to cover garage(s) contents.

Resident agrees that the damage or cleaning needed of the garage(s) is his/her responsibility. Costs for the repair of damages or cleaning of the garage(s) may be deducted from the security deposit of the aforementioned lease agreement.

This agreement will run concurrent with the term of the lease agreement for the aforementioned premises.

- **Garage is part of the apartment rental and rental can not be terminated unless premises is vacated.**

I/We have read and understand the above lease addendum terms.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

CREDIT CARD ADDENDUM

THIS AGREEMENT is hereby attached to and made a part of the Rental Agreement dated **November 22, 2011**, by and between: **360 Residences**, referred to as the Landlord, and **Sample Lease**, referred to as Resident(s), for the apartment number **202**, located at **360 South Market Street #202, San Jose, CA 95113**, in the apartment community known as **360 Residences**.

WHEREAS the Resident(s) requested the option of being able to utilize a major credit card for payment of rent and/or deposit charges for the above mentioned address. Resident agrees to pay the below detailed fee for the ability to utilize a credit card as method of payment:

Fee	Various Fees
\$121.50 + \$3.50 Transaction Fee	VISA up to \$4,000.00
2.95% + \$3.50 Transaction Fee	MASTERCARD & DISCOVER
\$1.95	ACH

Resident agrees that the landlord may collect a fee of **\$25.00** for any credit card payment that is declined, denied and/or otherwise not honored for payment by a credit provider. Following such an action by a credit card provider, Resident shall make all future payments of any kind to Landlord by certified funds approved by Landlord. In addition, if the credit card transaction was for payment of rent and resident does not pay the full amount owed under the above mentioned Rental Agreement the **3rd** day of the month, the Landlord may collect a fee of **\$100.00**. As per paragraph 4 of the above Rental Agreement, the Landlord may terminate the Rental Agreement for failure to pay late charges or for non-payment of rent, as explained in Paragraph 15 of the Rental Agreement. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Resident(s).

Landlord and Resident agree that it is impractical and/or extremely difficult to ascertain the actual damages sustained by landlord as a result of Resident's late payment and/or a declined, denied or non-honored credit card transaction by a credit provider. Therefore, Landlord and Resident agree that the above charges are presumed to be damages sustained by the Landlord because of the failed credit card transaction and/or Resident's late payment of rent and not merely a penalty.

Resident agrees to all the terms and conditions in this addendum in consideration for the Resident's use of a credit card for payments. If any provision of this Addendum is held to be invalid or unenforceable, the remainder of the Addendum shall remain valid, enforceable and in full force and effect.

Sample Lease (Resident)

Date (Landlord)

Date

UTILITY BILLING LEASE ADDENDUM

Unit Number: 202

This Utility Addendum is incorporated into the Lease and is in addition to all terms and conditions contained in the Lease. To the extent that the terms of this Utility Addendum conflict with any provisions of the Lease, this Utility Addendum controls.

Purpose of Addendum. When utility bills are paid by the Landlord ("Management"), residents have no incentive to conserve. This results in an unnecessary waste of our natural resources and adds to the overhead of the property, which can translate to higher rents. A recent (2004) EPA sponsored study showed that properties that bill residents for utilities use, on average, 15.3% less than properties that include the cost of utilities in with the rent.

Utility Charges ARE NOT Included in Rent. Resident understands that the monthly rent under Resident's Apartment Lease does not include charges for utilities and agrees to pay for all utilities, including but limited to the utilities covered by this addendum, separate from rent.

Monthly Utility Billing. Resident will be billed by Comptrol Technologies for the following utilities on a monthly basis. Charges will be based on Resident's proportionate share of the property's overall expenses for the entire apartment community, including common area charges. The method of allocation used to determine the monthly utility charges for Resident's apartment will be based on:

- Water:** *RUBS (also known as Ratio Utility Billing System).* This charge is not based on your actual consumption. Instead, the property's overall water expense is divided by the total square footage of all occupied units and the total number of occupants to determine a cost/rate per square foot and per occupant. These rates are then multiplied by each unit's size (square footage) and number of occupants to determine that unit's charges. Because of this, charges will vary from unit to unit. There are no deductions for common areas.
- Sewer:** *Equally Distributed.* The property's overall expense will be equally divided among all occupied units on a flat rate per unit, per occupied day, basis. Because of this, all occupied units at the property (with the exception of prorated move-ins) will be billed at the same rate. There are no deductions for common areas.
- Trash:** *Equally Distributed.* The property's overall expense will be equally divided among all occupied units on a flat rate per unit, per occupied day, basis. Because of this, all occupied units at the property (with the exception of prorated move-ins) will be billed at the same rate. There are no deductions for common areas.
- Gas:** *Equally Distributed.* The property's overall expense will be equally divided among all occupied units on a flat rate per unit, per occupied day, basis. Because of this, all occupied units at the property (with the exception of prorated move-ins) will be billed at the same rate. There are no deductions for common areas.

Utility rates will be adjusted on a monthly basis to reflect the property's actual expenses. However, Management may, at their sole discretion, limit the amount billed back to Resident to a set Flat Fee so long as the total billed back to all residents is less than the property's overall expenses. If a set Flat Fee is used, Management reserves the right to switch to the methodology above upon 30 days notice to Resident. This will not be a revenue generator for the property. At no time will the total of utility charges billed to Residents exceed the overall amount charged to the property by the utility providers. The methods of allocation described above are different than the methods used by the utility providers.

Additional Provisions

1. In addition to payment of the utility charges outlined above, Resident agrees to be responsible for payment of an Administrative Fee (Billing Fee) of **\$5.00** per month and a onetime New Account Set-up Fee of **\$15.00**. Resident agrees that the amount of both the monthly Administrative Fee and the one time New Account Fee is fair and reasonable.
2. Resident understands that all charges and fees must be paid in full by the due date printed on each months billing statement. A Late Fee of **\$15.00** will be assessed if payment in full is not made by the due date. Resident understands and agrees that determining the actual cost to Landlord and/or Comptrol when Resident fails to pay on time is impractical or extremely difficult to ascertain, but agrees that certain costs do occur and that the **\$15.00** Late Fee is fair and reasonable compensation for those costs.
3. All fraudulent, refuted or dishonored payments, whether by check or credit card, will be assessed a **\$25.00** Reversal Fee or NSF charge plus applicable Late Fees. Resident understands that the actual cost to Landlord and/or Comptrol when payments are reversed is impractical or extremely difficult to ascertain, but agrees that certain costs do occur and that the **\$25.00** Reversal Fee or NSF charge is fair and reasonable compensation for those costs.
4. Resident understands and agrees that failure to pay their Comptrol account in full by the due date is a violation under the terms of their Lease agreement with Management. Resident further agrees that Management, at their sole discretion, can reject any tendered rent payment that does not include the additional payment of all utility charges and administrative fees

Resident's Initials _____

due Comptrol. **Resident understands and agrees that Management may bring eviction proceedings against Resident for failure to pay their Comptrol utility bill in full.**

5. When Resident moves from the property, Management will generate a Final Bill that estimates utility charges from the end of the last billing cycle to the expected move-out date. All utility and administrative charges, including the estimated Final Bill, must be paid in full by the move out date. Resident understands and agrees that any outstanding balance due, if not paid in full by the move out date, will be deducted from the Resident's Security Deposit.
6. Resident agrees that Management shall not be liable for interruption or failure of utility services to resident or for any damages or inconveniences caused directly or indirectly by interruption or failure of such services.
7. Landlord has the right to change billing service providers and/or modify the method by which utilities are furnished or billed to Resident during the term of this Lease upon 30 days written notice to Resident.
8. If any part of this addendum is found to be invalid or unenforceable, then that part of the addendum shall not affect the validity or enforceability of the remainder of this addendum.

I have read and agree to the terms outlined in the above Utility Billing Lease Addendum.

Sample Lease (Resident)

Date

Resident Portal. Residents can login to www.MyWaterBill.com to make credit card and on-line check payments or to view their utility billing statements and on-line account information. Each resident's Account Number and PIN (needed to login) are in the top right hand corner of each months billing statement. Residents can also use the Resident Portal to access additional features and find dispute resolution information.

Questions regarding your monthly billing statements should be directed to:

Comptrol Technologies, Inc.
1230 W. Washington Street, Suite 207
Tempe, AZ 85281
Phone: (800) 351-1238 (M-F, 9AM to 5PM)
Fax: (602) 392-2262
e-mail: questions@MyWaterBill.com

Comptrol is a third party billing service hired by Management to properly allocate the property's utility expenses back to the residents in a fair and legal manner.

Comptrol IS NOT the service provider of these utilities.

PARKING AND TOWING PROCEDURES

Residents are asked to park in assigned spaces only. Residents are responsible for notifying all household occupants and guests of the parking policies. Unauthorized parking will result in towing at owner's expense. Please do not back into parking spaces. This can cause damage and discoloration of the buildings and walks.

FUTURE RESIDENT/OFFICE PARKING - Cars parked in the future resident parking or office parking must be in the office conducting business. Cars found parked in these designated parking spaces will be tagged and towed.

ASSIGNED PARKING SPACES AND/OR GARAGES - (If applicable) Parking by unauthorized vehicles in assigned spaces may be given a warning notice. If the car is not moved by the expiration of the warning notice, it will be towed. Some properties may have signs posted that allow for the immediate towing from assigned parking spaces. Residents or their guests cannot authorize the towing of cars. No parking in front of garages. - **POSSIBLE IMMEDIATE TOW**

PARKING STICKERS - (If applicable) Some apartment communities may require parking stickers for all cars parked on the premises. Cars without required parking stickers will be considered unauthorized and towed without warning. **Parking stickers provided** **Parking stickers not provided**

VEHICLES OBSTRUCTING THE ACCESS AND EGRESS - IMMEDIATE TOW - All vehicles parked blocking driveways, handicap spaces and other parking spaces or garages will be towed without warning.

HANDICAPPED PARKING - Vehicles parked in designated handicapped spaces without display of handicap placard or handicap plates - **IMMEDIATE TOW**.

FIRE HYDRANTS/LANES - Vehicles parked within 15 feet of a fire hydrant or in a fire lane will be towed without warning. - **IMMEDIATE TOW**.

ALL VEHICLES MUST BE IN OPERABLE CONDITION - All vehicles must be currently registered, licensed and in operating condition. Any vehicle in violation of this provision will be towed at owner's expense within the compliance with vehicle code of the state. Repair work, oil changes and similar work is not permitted in the parking lots. Such work must be done off the property. Extra vehicles cannot be stored on the property. Vehicles found not to be regularly used on a weekly basis will be tagged for 96 hours and towed if not moved.

RECREATIONAL VEHICLES - Recreational vehicles such as trailers, motor homes and boats are not allowed to be parked on the premises.

MOTORCYCLES - Motorcycles are subject to same rules as automobiles. They must be operated in a safe manner at all times. Motorcycles must be parked in a designated parking space.

CAR WASHING - No washing of vehicles is allowed on property unless the property has a designated car wash area. This property does does not have a designated area to wash cars.

CAR ALARMS - Any vehicles parked within the community which create a nuisance through the activation of a car alarm shall be removed from the property at the owner's expense.

VEHICLES - SAFETY THREAT - IMMEDIATE TOW - Vehicles found up on jacks are considered a safety threat and will be towed without warning.

FPI MANAGEMENT IS THE ONLY AUTHORIZED AGENT TO HAVE VEHICLES TOWED. THE VEHICLE OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL VEHICLES TOWED FROM THE PROPERTY. RESIDENTS ARE NOT AUTHORIZED TO HAVE VEHICLES TOWED FROM THEIR ASSIGNED SPACES. PLEASE CONTACT THE COMMUNITY DIRECTOR IF THERE IS A PROBLEM.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

EMERGENCY MAINTENANCE ADDENDUM

CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, OWNER/MANAGEMENT AND RESIDENT AGREE AS FOLLOWS:

The following is a list of items that constitute an emergency after office hours:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back up
- Stopped up toilet (ONE BATHROOM APARTMENTS ONLY)
- Electrical power outage in entire apartment
- Water leaking from water heater
- Major water leaking from under sinks, ceilings, utility rooms, etc. (Not just a drip)
- Dishwasher leaking (not if leak is stopped by turning system off)
- Faucet will not turn off (running, not just a drip)
- Exterior flooding from sprinkler systems or pool
- Broken window (apartment not secure)
- Patio door will not lock (apartment not secure)
- Door locks will not operate
- Fire (Call 911 first)
- Break In (Call 911 first)

Calls made after office hours that are not deemed emergencies may result in a charge to the resident. Also, any maintenance work performed due to neglect, abuse, misuse or direct fault of resident, his servants, guests, etc. will be billed to resident. This includes service work on disposal or toilet due to jamming or flushing of inappropriate items.

RESIDENTS MUST call **408.658.3777** for maintenance emergencies and are not authorized to call any service companies on their own. OWNER will not be responsible for charges incurred for services not authorized by owner or agents.

Resident's Initials _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Apartment #: **202**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of **360 Residences** for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with **360 Residences**, the undersigned, for himself or herself and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participation will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into **360 Residences** for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER **360 RESIDENCES** FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH **360 RESIDENCES**, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **360 RESIDENCES**, its directors, officers, employees, managers, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence or the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participation in any program affiliated with **360 RESIDENCES**.
2. THE UNDERSIGNED HERBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the **360 RESIDENCES** premises or in any way observing or using any facilities or equipment of **360 RESIDENCES** whether caused by the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or on the premises of **360 RESIDENCES**.
4. THE UNDERSIGNED HERBY AGREES TO PAY ANY AND ALL ACCRUED CHARGES to **360 RESIDENCES** when due on or before the **3rd** of each month. If the undersigned does not pay as agreed, a 3-day notice to pay rent or quit will be served, resulting in possible termination of tenancy.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNIFY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE,

Sample Lease (Resident)

Date

FACILITIES ADDENDUM

The Facility Addendum is considered part of the lease agreement entered into this **October 4, 2011** by and between **360 Residences** "Owner"(Landlord) and **Sample Lease** "Resident"(Tenant) at the property located at **360 South Market Street #202, San Jose, CA 95113**.

FITNESS CENTER POLICIES

1. The Fitness Center is open **24 hours**.
2. The Fitness Center is located in the area of **5th Floor**. Conduct of all persons using the Fitness Center must be professional, courteous and quiet.
3. Thank you for keeping voice levels low. Offensive and abusive language will not be tolerated. Radios/stereos/CD players require the use of headphones.
4. Refreshments other than a sports top water bottle are not allowed. Alcohol is not permitted.
5. Residents understand that the use of fitness equipment is unsupervised. Residents agree the use of the equipment is at their own risk. Persons with health concerns should consult a physician prior to using the fitness equipment.
6. For the safety of all persons, no one under the age of 16 years of age should use the fitness equipment.
7. Loitering in the Fitness Center is not allowed. Persons in the Fitness Center must be utilizing the provided equipment.
8. Use of the Fitness Center is for residents only. Please limit use of equipment to 30 (thirty) minute intervals.
9. Please report any malfunctions with the fitness equipment to a management representative at the rental office immediately.
10. Privileges for use of the Fitness Center may be terminated by management for failure to comply with the Fitness Center Policies or abuse or damage to the equipment.

Thank you for your cooperation and respect for the policies of our Fitness Center.

POOL AND SPA REGULATIONS

For your safety and pleasure, please observe the following rules and regulations. Your cooperation will be appreciated by all.

1. **HOURS:** **8 am** to **10 pm**. The pool and spa hours can be adjusted at the discretion of Management and the Homeowners Association.
2. **GUESTS:** Guests must be limited to two guests per apartment. Resident must accompany their guests at all times while in the pool/spa area. There are no exceptions. Management reserves the right to ask guests to leave should the occupancy of the pool exceed limits allowed by law.
3. **USE OF POOL:** Persons **17** years of age and younger Should Not Use Pool Without An Adult in Attendance.
Warning: No Lifeguard on Duty
4. **SPA:**
 - a. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa.
 - b. Unsupervised use by children under the age of 14 is prohibited.
 - c. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended.
 - d. Do not use alone.
 - e. Long exposure may result in hyperthermia, nausea, dizziness or fainting.
5. No Alcoholic beverages allowed in the pool/spa area. Glass is not allowed in the Pool/Spa Area.
6. Proper swim attire is required. Street clothes, thongs, or see through attire is unacceptable.
7. Animals/pets are not allowed in the pool/spa area.
8. Flotation devices, i.e., air mattresses, boats, frogs, planes are not allowed in the pool/spa.
9. Radios, stereos and any musical instruments are not allowed in the pool/spa areas. Radios/stereos with headphones are permitted.
10. Throwing of items into the pool/spa such as rocks, coins, and furniture are prohibited.
11. Horseplay, running, pushing, diving and splashing are not allowed.
12. Use of suntan oils requires a shower prior to entering the pool/spa area.
13. Please remember not to hang your towels and swimwear on your patio railing.

Management reserves the right to restrict pool privileges to anyone not in compliance with these regulations.

BUSINESS CENTER USE AGREEMENT

360 Residences provides a business center for use by our residents during the hours of **8:00 a.m. to 10:00 p.m.**

Individuals using the business center are expected to be courteous to others and display conduct conducive to a business atmosphere. Persons not displaying appropriate business behavior will be asked to leave the business center. Residents under 16 years of age should be accompanied by an adult. Residents must accompany their guests.

The business center is equipped with: **4 Computers with internet services, Fax Machine, Scanner, Copier, and Printer.**

Management will make every effort to have the equipment working at all times.

The following behavior will terminate the rights and privileges of the resident and their guests to use the business center.

1. Loud and boisterous behavior.
2. Foul language.
3. Harassment of others utilizing the center.
4. Abuse of the equipment.
5. Inappropriate use of the internet for pornographic or unacceptable subject matters.
6. Utilizing the telephone and/or fax machine for long distance calls.
7. Altering the software and/or equipment.

Use of the equipment in the business center is limited to a maximum of 20 minutes in order to allow use by others that may be waiting. A sign up board is provided in the business center.

I have read and understand the above terms, policies and release of liability statements and agree unconditionally. I understand that neither the Agent for Owner nor its agent are responsible for any accidents that may occur while I am using any of the recreational facilities.

Sample Lease (Resident) Date (Owner/Agent) Date

October 4, 2011

Sample Lease

360 South Market Street #202, San Jose, CA 95113

Dear Resident,

You are a valued resident at **360 Residences** and we would like to bring an important issue to your attention.

Many residents are under the common misconception that their personal belongings and liability are covered by the Landlord's commercial insurance policy. Unfortunately this is not actually the case. That is why we took a proactive approach and negotiated with a leading insurance provider to offer renter's insurance to our residents. Effective **October 4, 2011**, **every resident** upon move in or lease agreement renewal will need to obtain \$100,000 in Liability Coverage and maintain the policy throughout residency. Proof of coverage will be required as part of the leasing or renewal process.

You can obtain the \$100,000 Liability Coverage through our preferred provider, Assurant Specialty Property, for as little as 0.36 cent a day, or you can go through the insurance company of your choice. We believe that by requiring all of our residents to obtain Liability Coverage, we encourage a greater sense of awareness and provide you with a level of protection that is affordable.

Assurant Specialty Property is part of Assurant, Inc., a Fortune 500 Insurance Company. Assurant Specialty Property provides quick and easy enrollment, and guarantees coverage to every resident. Their policies, underwritten by the Assurant Specialty Property companies, are extremely flexible and can be tailored to meet your budget. Enclosed is a brochure outlining the benefits of Renters Insurance from Assurant that includes a website and toll-free number for quotes, more information and enrollment.

Keep in mind, you may also want to purchase coverage to protect your personal property, which is included in Assurant's Renters Insurance program. For instance, if a candle starts a fire and damages your television set and you do not have personal contents coverage, your television would not be covered.

Proof of Coverage can be one of the following:

1. The print out of the last section on Assurant's Renters Insurance website that lists your Application number.
 - a. If you enroll with Assurant, we will automatically receive your required proof of coverage, but you can also print out your own copy.
2. Providing us with a "Declaration Page" from Assurant or another provider that shows you are covered for \$100,000 in Liability Coverage.

Should you have any questions about the implementation of this requirement, please feel free to contact a member of our staff at **360 Residences** Thank you for your attention to this very important issue.

Sincerely,

360 Residences

360 South Market Street, San Jose, CA 95113, (408) 295-1360

CARE AND MAINTENANCE FOR CABINETS

This addendum becomes part of the Lease Agreement between **360 Residences** and **Sample Lease** (Resident) for the premises located at **360 South Market Street, San Jose, CA 95113, Apt #202**.

Resident agrees to clean the surfaces of the cabinets as outlined below.

Cabinet surfaces can last anywhere from 10 to 15 years with proper care and maintenance. The following guidelines listed below should be followed to maintain your cabinets.

1. Clean the finish with damp cloth / sponge etc. PLEASE DO NOT leave soap on top of the surface.
2. DO NOT use any acidic cleaners or oils on the cabinets.
3. DO NOT use any abrasive cleaners on the cabinets.
4. DO NOT use any abrasive scrubbing pads such as Scotchbrite or any similar scrubbing pad, as this will scratch and dull the surface.
5. All chemicals must be kept away from the finish. These chemicals include but are not limited to, cosmetics, hair dyes, and perfumes, which may stain or otherwise mar the finish. Introduction of any of these chemicals onto the finish would be considered neglect.

Remember, if you treat the cabinet surface with respect, clean it regularly, and follow the above guidelines, the cabinets will maintain their finish.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

CONDOMINIUM ADDENDUM TO RESIDENTIAL LEASE

THIS CONDOMINIUM ADDENDUM ("Addendum") is made part of the Lease dated November 22, 2011 between Sample Lease ("Tenant") and 360 Residences ("Landlord") for Condominium Unit 202 (the "Premises") in the condominium development known as 360 Residences situated at 360 South Market Street, San Jose, CA 95113. The Lease is subject to each of the following additional terms and conditions:

- 1. Condominium Project:** The Premises is a condominium and is subject to the "360 Residences Declaration of Restrictions (CC&Rs)" recorded on April 30, 2007, as Document No. 19404357 in the records of Santa Clara County, California (the "CC&Rs").
- 2. Statutory Notice:** Because the Premises is a condominium, Government Code section 66459 requires that the Tenants be provided with the following notice:

"THE UNIT YOU MAY RENT HAS BEEN APPROVED FOR SALE TO THE PUBLIC AS A CONDOMINIUM PROJECT. THE RENTAL UNIT MAY BE SOLD TO THE PUBLIC, AND, IF IT IS OFFERED FOR SALE, YOUR LEASE MAY BE TERMINATED. YOU WILL BE NOTIFIED AT LEAST 90 DAYS PRIOR TO ANY OFFERING TO SELL. IF YOU STILL LAWFULLY RESIDE IN THE UNIT, YOU WILL BE GIVEN A RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT."

As of the date of this Addendum, Landlord has no immediate intention of offering the condominiums for sale. If offered for sale, no Lease may be terminated prior to the expiration of the Lease term as long as the Tenant is complying with the terms of the Lease.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

CONSTRUCTION ADVISORY AND AGREEMENT

This Addendum ("Addendum") is made part of the Lease Agreement ("Lease") dated **November 22, 2011** between **360 Residences**, ("Landlord") and **Sample Lease** ("Resident") regarding the property located at **360 South Market Street #202, San Jose, CA 95113** ("the Premises") in the Community of **360 Residences** ("Community.")

1. Resident has been advised that construction of **360 Residences** is ongoing at the Premises and/or Community. Landlord is currently involved in constructing amenities, common areas, and dwelling units. These areas may not be accessible to Resident until the conclusion of the construction. The construction project is expected to continue through approximately **8/31/11**. However, Landlord does not warrant or guarantee completion by any particular date.
2. Construction may cause inconveniences to Resident which may include (but is not limited to) noise, dust, lack of access to amenities, loss of privacy, and utility interruptions.
3. Resident agrees that the lease between the parties will be effective notwithstanding the construction, and any inconveniences associated with the construction will not create an offset to rental obligations, or be the basis for a complaint against Landlord, its agents, employees or assigns for rent relief, or any other claim, right, or remedy against Landlord, including constructive eviction.
4. In consideration for any inconvenience which Resident may experience as a result of the refurbishment/construction, Landlord has agreed to charge a reduced rental rate to Resident for the Premises. The rental rate specified in the Lease/Rental Agreement between the parties reflects the reduced rental rate. At the end of the Lease term, Landlord has the right to increase the rental rate by providing Resident with the appropriate 30 or 60 day notice of change of terms of tenancy, irrespective of the status of construction at that time.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

EARTHQUAKE EMERGENCY PROCEDURES

DURING AN EARTHQUAKE:

1. It is best to move away from the windows. Get under a desk, table, or interior doorway.
2. Stay in your apartment until instructed to evacuate the building by either the Fire or Police departments or building personnel.
3. If you are in the garage or parking area, leave immediately. Do not enter this area.
4. If you must leave the building after an earthquake, use the stairway as the elevators must be inspected and may not be safe to ride.
5. It is not recommended to use your balcony until inspected to be structurally sound.
6. Be prepared for after shocks.
7. Do not use candles or matches after an earthquake. Earthquake after shocks can knock over candles and cause a fire. Flashlights are much safer.
8. Do not use the water or flush the toilets until you are sure there is no damage to the plumbing and sewer lines.
9. Be prepared in the event of an earthquake by taking a few minutes to review this list of necessities:
 - a. Fire extinguisher
 - b. Drinking water (1 gallon per day per person)
 - c. Battery operated radio and flashlight
 - d. Extra batteries
 - e. Canned food
 - f. Chlorine bleach (for water purification)
 - g. Extra prescription medications
 - h. First aid kit
10. As a precaution, have all heavy items such as bookcases, china cabinets, grandfather clocks, heavy mirrors, pictures, etc. fastened to the walls. This will eliminate the possibility of these items falling over in a quake.

IN ALL CASES:

1. Remain calm.
2. Do not block stairways and exits.
3. Do not tie up equipment that will be needed by the Fire Department.
4. If the buildings is to be evacuated you must use the stairwells indicated on the evacuation map of the building.
5. Use common sense at all times.
6. **If you evacuate the building, gather at Outside the Lobby.**

FIRE SAFETY INFORMATION

The dwelling unit located at **360 South Market Street #202, San Jose, CA 95113** has been equipped with _____ smoke detection device(s) as required by RCW 48.48.140.

1. The above described smoke detection device(s) are: **hard-wired w/ battery backup** If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 48.48.140(3). Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the landlord in writing.
2. The subject property **does** have a fire sprinkler system.
3. The subject property **does** have a fire alarm system.
4. The subject property **does** have a smoking policy. The smoking policy, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____ (initial)
5. The subject property **does not** have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____ (initial)
6. The subject property **does not** have an emergency relocation plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____ (initial)
7. The subject property **does** have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: _____ (initial)

Dated this 22nd day of November, 2011.

Sample Lease (Tenant)

Date

(Owner/Agent)

Date

Financial Responsibility Addendum

This addendum to the Rental/Lease Agreement is made and entered into October 4, 2011 between 360 Residences ("Owner") Sample Lease ("Resident"), pertaining to the premises located at 360 South Market Street #202, San Jose, CA 95113

Resident agrees to obtain and keep in full force and effect for the term of the agreement an insurance policy, underwritten by an A rated insurer, with insurance coverage including Comprehensive Personal Liability in an aggregate amount not less than \$100,000. The Landlord shall be named as an additional insured throughout the term of this lease and evidence showing same shall be provided by Tenant to Landlord.

Except as modified above, the lease is reaffirmed in its entirety.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

SAMPLE

FACTS ABOUT RENTERS INSURANCE

To Residents: **Sample Lease**

Address/Apartment #: **360 South Market Street #202, San Jose, CA 95113**

The purpose of this letter is to inform you concerning insurance coverage so that you can protect yourself against loss, and to help prevent misunderstanding about the owner's insurance coverage. It is not an effort by the Owner/Management Representative to change responsibilities that is done by the state legislature and the courts.

1. **THE OWNER IS NOT** legally responsible for loss to the resident's personal property, possessions or personal liability, and **OWNER'S INSURANCE WILL NOT COVER** such losses or damages.
 2. The owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy for damages or injury to owner's property that is caused by resident, resident's guest(s) or child (children).
 3. The following is a list of possible misfortunes (but not limited to) you could be held legally responsible for:
 - a. Your babysitter injures herself in your apartment.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and/or the personal property of others.
 - c. A friend is injured while helping you slide out your refrigerator so you can clean behind it.
 - d. While fixing your television set, a repair person hired by you is injured when they slip on the floor you have just waxed.
 - e. Your locked car is broken into and your personal property and that of friends is stolen.
 - f. A burglar breaks your front door lock and steals your valuables or personal property.
 - g. Damages resulting from a waterbed leak.
 4. You are required to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.
-

Sample Lease (Resident)

Date

(Agent/Owner)

Date

KEY AND ENTRY DEVICE RECEIPT

Residents: **Sample Lease**

Apartment Number: **202**

Date: **October 4, 2011**

0	Building
1	Mailbox Keys
1	Access Cards
1	Apartment Keys
1	Entry Cards

Deposit Amounts	
Remote Deposit	N/A
Mailbox Key Deposit	1 X \$0.00 = \$0.00
Access Card Deposit	1 X \$50.00 = \$50.00
Apt. Key Deposit	1 X \$0.00 = \$0.00
Entry Card Deposit	1 X \$25.00 = \$25.00

Replacement Costs	
Parking Permit	\$50.00
Apartment Key	\$15.00
Mailbox Key	\$15.00
Access Card	\$50.00
Elevator Key	\$15.00

Vehicle Information					
Year:	Make:	Model:	Color:	Plate #:	State:
Year:	Make:	Model:	Color:	Plate #:	State:

Sample Lease (Resident)

Date

(Owner/Agent)

Date

NOTICE TO OWNER AND RESIDENTS BY COMPANY PERFORMING PEST CONTROL

Prior to pesticide application, the company that performs the pest control work must provide written notice to the owner or owner's agent and to the residents, which contains the following information: (1) the pest to be controlled; (2) the pesticide(s) proposed to be used, and the active ingredient(s); (3) the frequency with which pest treatment will be done pursuant to any contract for periodic pest control, and the following statement:

"State law requires that you be given the following information: CAUTION PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately." (This statement shall be modified to include any other symptoms of overexposure which are not typical of influenza.)

For further information, contact any of the following:

Your Pest Control Company **A-Pro Pest Control 408-559-0933**;

For Health Questions -- the County Health Department **408-918-3400**;

For Application Information -- the County Agricultural Commissioner **408-918-3400**

For Regulatory Information -- the Structural Pest Control Board **916-561-8704**
and **916-561-8708**.

The notice will be provided by the pest control company at least 48 hours in advance of fumigation and prior to application for other methods. Notice to residents is being provided by mail, posting in a conspicuous place, or personal delivery.

For Health Questions:

California Health Officers			
Alameda County	(510) 628-7610	Nevada County	(530) 582-7814
Amador County	(209) 223-6407	Placer County	(530) 889-4000
Berkeley	(510) 644-8571	Plumas/Sierra County	(530) 283-6330
Butte County	(530) 891-2731	Sacramento County	(916) 875-5881
Colusa County	(530) 257-4171	San Benito County	(831) 637-5367
Contra Costa County	(925) 313-6710	San Francisco County	(415) 554-2500
El Dorado County	(530) 621-6100	San Joaquin County	(209) 468-3411
Fresno County	(559) 445-3202	San Mateo County	(650) 573-2757
Lassen County	(530) 251-8183	Santa Clara County	(408) 885-4200
Marin County	(415) 499-6841	Santa Cruz County	(831) 454-4000
Merced County	(209) 385-7710	Solano County	(707) 421-6680
Monterey County	(831) 755-4500	Sonoma County	(707) 565-4742
Napa County	(707) 253-4279	Sutter County	(530) 822-7307
		Yolo County	(530) 666-8645

For application information:

CALIFORNIA COUNTY AGRICULTURAL COMMISSIONERS			
Alameda County	(510) 670-5232	Plumas/Sierra County	(530) 283-6365
Amador County	(209) 223-6487	Sacramento County	(916) 875-6603
Butte County	(530) 538-7381	San Benito	(831) 637-5344
Calaveras County	(209) 754-6504	San Francisco	(415) 285-5010
Colusa County	(530) 458-0580	San Joaquin County	(209) 468-3300
Contra Costa County	(510) 646-5250	San Luis Obispo County	(805) 781-5910
El Dorado County	(530) 621-5520	San Mateo County	(650) 363-4700
Fresno County	(209) 456-7510	Santa Clara County	(408) 299-2172
Kings County	(209) 582-3211	Santa Cruz County	(831) 763-8080
Lake County	(707) 263-0217	Shasta County	(530) 224-4949
Lassen County	(530) 251-8110	Solano County	(707) 421-7465
Marin County	(415) 499-6700	Sonoma County	(707) 527-2371
Mendocino County	(707) 463-4208	Stanislaus County	(209) 525-4730
Merced County	(209) 385-7431	Sutter County	(530) 822-7500
Monterey County	(831) 759-7325	Tulare County	(559) 733-6391
Napa County	(707) 253-4357	Yolo County	(530) 665-8140
Nevada County	(530) 273-2648	Yuba County	(530) 741-6484
Placer County	(530) 889-7372		

PARCEL/PACKAGE RELEASE FORM

360 Residences will be able to accept packages and parcels from the U.S. Postal Service and commercial delivery services (UPS, Federal Express, etc.) only with written consent from the resident(s) of the lease.

Please complete this form if you anticipate receiving packages or parcels, etc. through **360 Residences** Leasing Office. We appreciate your cooperation and understanding in this matter.

Packages will be verified by apartment number and not occupants.

360 Residences is accepting packages as a courtesy and assumes no liability for lost or stolen parcels.

Address: **360 South Market Street #202, San Jose, CA 95113**

Contact Phone #: _____

Number of packages/parcels received per month (estimate): _____

I/We, **Sample Lease** release **360 Residences** and its agents from all liability including but not limited to acceptance, storage, loss or theft, reimbursement, notification of delivery, damage, etc.

Failure to give permission for packages acceptance will result in denial of parcels from mail delivery and package delivery services.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

RESIDENT CONTACT INFORMATION

Apartment #: 202

Sample Lease	
Apt. Phone #:	Work Phone #:
Cell Phone #:	Email Address:
Emergency Contact:	Relationship:
Phone Number:	

It is imperative that whenever you make a change to your contact numbers that you let us know so that we can update your file. Thank you for your cooperation.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

SAMPLE

SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is entered into this 4th of October, 2011, by and between, 360 Residences, "Owner(Landlord)," and Sample Lease, "Resident." Apartment Number: 202

IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at 360 South Market Street #202, San Jose, CA 95113.
2. This Agreement is an Addendum and is part of the Rental Agreement/Lease between Owner/Agent and Resident.
3. The apartment is equipped with a smoke detection device(s).
4. Resident acknowledges that the smoke detection device(s) was (were) tested and its operation demonstrated by management staff in the presence of Resident at the time of initial occupancy and the detector(s) in the apartment was working properly at that time.
5. Each resident shall perform the manufacturer's recommended test to determine if the smoke detector(s) is/are operating properly at least once a month.
6. Initial ONLY if BATTERY OPERATED: _____

By initialing as provided, each Resident understands that said smoke detector(s) is a battery operated unit and it shall be each Resident's responsibility to:

- a. ensure that the battery is in operating condition at all times.
 - b. replace the battery as needed (unless otherwise provided by law); and
 - c. if, after replacing the battery, the smoke detector(s) does *not* work, inform the Management Representative immediately in writing.
7. Resident(s) must inform the Management Representative immediately in writing of any defect, malfunction or failure of any detector(s).
 8. **Resident(s) are not to disable the smoke detector for any reason. To intentionally disable the smoke detector puts life at risk and can result in termination of the rental agreement.**

Sample Lease (Resident)

Date

(Agent/Owner)

Date

ADDENDUM FOR TOBACCO SMOKE-FREE AREAS

THIS AGREEMENT is made and entered into between **360 Residences**, "Owner/Agent" and **Sample Lease**, "Resident". Resident is renting from Owner/Agent the premises located at: **360 South Market Street #202, San Jose, CA 95113**.

1. Purpose: The parties desire to mitigate: (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.

2. Smoke Free Areas: Resident agrees and acknowledges that each of the following areas of the property has been designated as a smoke-free living environment and Resident and members of Resident's household shall not smoke tobacco products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.

Check one:

Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

Smoking of tobacco products is prohibited on the entire property except the following areas:

3. Promotion of No Smoking Policy: Resident shall inform his or her guest of the Smoke-Free Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.

4. Owner/Agent Not Guarantor of Smoke-Free Environment: Resident acknowledges that Owner/Agent's adoption of Smoke-Free Areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section 3 above. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.

5. Other Residents Are Third Party Beneficiaries of this Addendum: Owner/Agent and Resident agree that the other Residents of the property are the third party beneficiaries of this Addendum. A Resident may sue another Resident to enforce this Addendum but does not have the right to evict another Resident. Any lawsuit between Residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.

6. Effect of Breach: A breach of this Addendum by the Resident shall be deemed a material breach of the Lease/Rental Agreement and grounds for immediate termination of the Lease/Rental Agreement by the Owner/Agent.

7. Disclaimer: Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Smoke-Free Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

8. Effect on Current Tenants: Resident acknowledges that current Residents of the rental community under a prior Lease/Rental Agreement will not be immediately subject to the terms of this Addendum. As Residents move out, or enter into new Leases/Rental Agreements, this Addendum will become effective for their unit or new agreement.

9. This Addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

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

Sample Lease (Resident)

Date

(Owner/Agent)

Date

SPRINKLER SYSTEM ADDENDUM

This addendum becomes party of the lease agreement dated November 22, 2011 between 360 Residences and Sample Lease (Resident).

Resident acknowledges that the apartment contains an automatic sprinkler system.

Resident should be careful not to trigger the overhead sprinkler system in their apartment when moving furniture. A simple depression of the sprinkler head will result in a total draining of the water from the sprinkler system.

Resident agrees not to hang clothing, hangers or other objects from the sprinkler heads.

Resident will be held liable for all damages to the apartment, flood clean up, and personal belongings caused by triggering the sprinkler system by improper use or damage.

Resident has read the aforementioned terms and agrees to abide by the terms.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

Care of Stainless Steel Appliances

Resident Name(s): Sample Lease

Bldg./Apt. #: 202

Your stainless steel appliances need to be cleaned for aesthetic considerations and to preserve corrosion resistance. Stainless steel is protected from corrosion by a thin layer of chromium oxide. Oxygen from the atmosphere combines with the chromium in the stainless steel to form this passive chromium oxide film that protects from further corrosion. Any contamination of the surface by dirt, or other material, hinders this passivation process and traps corrosive agents reducing corrosion protection. Thus, some form of routine cleaning is necessary to preserve the appearance and integrity of the appliance surface.

General Precautions

In selecting cleaning practices, consider the possibility of scratching and the potential for post-cleaning corrosion caused by incompletely removed cleaners. **NEVER USE ABRASIVE CLEANERS.** Abrasive cleaners can permanently damage your stainless steel appliance. Regardless of which type of cleaner you use, thorough post-clean rinsing with clean water and a cloth is recommended.

Suggested Cleaning Methods

Do not use metal (i.e. carbon steel brushes or steel wool), hard (like pumice) or rough items (emery or sand paper) to clean as they can scratch the appliance surface. Scratches can lead to rusting. Avoid using oily or greasy cloths when cleaning stainless steel.

Clean Water and Wipe: The simplest, safest and least costly method that will adequately do the job is always the best method. Your stainless steel appliances will thrive with frequent cleaning because there is no surface coating to wear off. A soft cloth and clean, warm water should always be the first choice for mild stains, loose dirt and soil. A final rinse with clean water and a dry wipe will complete the process and eliminate the possibility of water stains.

I have read "The Care of Stainless Steel Appliances" and agree to comply with the suggested methods of cleaning. I acknowledge that I will be held responsible for any damages due to neglect, misuse or abuse.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

STORAGE ROOM ADDENDUM

This Storage Room Addendum becomes part of the Lease Agreement dated **October 4, 2011** between **360 Residences** and **Sample Lease** referred to as Resident for the premises located at **360 South Market Street #202**. Resident agrees to rent the storage room(s) # _____ at the rate of **\$0.00** per month. Rent is due and payable on or before the first of the month. Rent not paid by the **4th** of the month will be assessed a **\$0.00** late fee. Failure to pay rent by the **1st** of the month will result in a Thirty-Day Notice to terminate this agreement. This agreement will be for a Month-to-Month Term.

Resident agrees not to store illegal, combustible or flammable items in the storage room(s). Resident agrees not to use the storage room(s) as a place of occupancy. Resident agrees not to store or cage animals in the storage room(s). Resident agrees not to store food or materials such as recyclable goods which could attract vermin.

Resident acknowledges and agrees that the Owner/Management is not responsible for securing or monitoring the contents inside the storage room(s). Resident acknowledges that the Owner/Management does not provide insurance to cover storage room(s) contents. Owner/Management reserves the right to without notice to enter the storage space in the event of an emergency and/or for the purpose of compliance with the terms and conditions. Resident agrees that the damage or cleaning needed of the storage room is his/her responsibility. Costs for the repair of damages or cleaning of the storage room(s) may be deducted from the security deposit of the aforementioned lease agreement.

This agreement will run concurrent with the term of the lease agreement for the aforementioned premises. Storage room rental may be terminated by either party with a thirty (30) day written notice.

I/We have read and understand the above lease addendum terms.

Sample Lease (Resident)

Date

(Owner/Agent)

Date

URBAN LIVING ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Agreement ("Lease") dated **October 4, 2011** between **360 Residences** ("Landlord") and **Sample Lease** ("Tenant"). Tenant occupies the premises at **360 South Market Street #202, San Jose, CA 95113** ("the Premises.")

Tenant is aware that the property is located in a mixed use urban living environment. The area surrounding Tenant's unit contains both residences and businesses.

Nearby businesses can make mixed use urban living convenient and dynamic, but certain inconveniences can also be associated with the mixed use. These inconveniences may include, but are not limited to:

- Lights
- Noises, including voices and music
- Loading and unloading of commercial vehicles
- Limited parking
- Odors

The following businesses currently operate within the community of **360 Residences**:

- Restaurants
- Night Club

The list above is not exhaustive and area businesses may change the type and/or methods of operation during the tenancy.

Landlord has encouraged Tenant to investigate the area around the apartment, and Tenant has had the opportunity to do so. Tenant has chosen to reside at the apartment despite any inconvenience associated with the mixed use urban living environment. Tenant agrees that any inconvenience associated with the mixed use and/or the surrounding area will not be deemed to give Tenant any offset to rental obligations, nor will it be the basis for a complaint against Landlord, its agents, employees or assigns for rent relief, constructive eviction or any other claim, right or remedy.

Sample Lease (*Tenant*)

Date

(*Landlord*)

Date

MOVE-IN/RESIDENT FILE CHECKLIST

Conventional Properties

Management Document

SECTION I:

- 1. Notice of Intent to Vacate
- 2. Move-in/Resident File Check List
- 3. Check In-Check Out Inspection Report
- 4. Concession Agreement
- 5. Ledger/Receivables Summary

SECTION II: *Lease & Addendums*

- 1. Section 8 lease/voucher (if applicable)
- 2. FPI Lease/Rental Agreement
- 3. Community Polices
- 4. Guarantee Agreement (if applicable)
- 5. Mold Disclosure
- 6. Security Release Agreement
- 7. Pet Agreement or Service Animal & inform.
- 8. Rent Collection Policies
- 9. Concierge Release
- 10. Service Request Procedure
- 11. Window Screen Replacement
- 12. Lease Buy Out Addendum
- 13. Fitness Center Policies (if applicable)
- 14. Pool and Spa Regulations (if applicable)
- 15. Business Center Agreement (if applicable)
- 16. Asbestos Notification (if applicable)
- 17. Disclosure of Lead-Based Paint (prior 1978)
- 18. Satellite Dish Addendum (if applicable)
- 19. Laundry Room Policies (if applicable)
- 20. Garage Addendum (if applicable)
- 21. RUBS Utility Addendum (if applicable)
- 22. Parking and Towing Procedures
- 23. Covered Parking Registration (if applicable)
- 24. Concession Addendum (if applicable)
- 25. Credit Card Addendum (if applicable)
- 26. Emergency Maintenance Addendum
- 27. Release and Waiver of Liability

Management Document

SECTION III: *Legal/Correspondence Information*

- 1. Conversation Log (if applicable)
- 2. Lease Termination Agreement
- 3. Thirty Day Notice to Vacate
- 4. Three Day Notice to Quit
- 5. Three Day Notice to Perform
- 6. Three Day Notice to Vacate
- 7. Warning Notice
- 8. Thirty Day Rent Increase
- 9. Miscellaneous Notices to Resident
- 10. Resident Letters to Management
- 11. Lease Renewal Letters
- 12. Reasonable Accommodations/Modifications

SECTION IV: *Application*

- 1. Resident Contact Information
- 2. Enter into computer
- 3. Deposit and Rent Status
- 4. Receipt for Resident Screening Fee
- 5. Receipt of Documents
- 6. FPI Rental Application
- 7. Application Checklist
- 8. Statement of Conditional Approval
- 9. Agency Recommendation
- 10. Pay Stubs / Income Verification
- 11. Employment Verification
- 12. Resident Screening Verification
- 13. Application Criteria
- 14. Copies Government Issued ID
- 15. Guest Card

SECTION V: *Handouts (Give to Resident):*

- 1. Welcome To Our Community
- 2. Service Request Blank Form
- 3. Satellite Policies (if applicable)
- 4. Move Out/Damage Charges
- 5. Notification of Pest Control
- 6. Proposition 65 Brochure
- 7. Protect Your Family
- 8. Renovate Right

Verified by Rental Agent

- 1. Utilities in Resident Name

NOTES:

When preparing a new file, Form 1, Section 1 is to be found on top, form 2 is under form 1, etc. except Section V above, which should be empty. After the new file is completed, forms should be placed in the appropriate section as they are completed (i.e. a new lease amendment for a rent increase should be placed on top in Section II.)

(File Preparer's Signature)

Date

(Community Director Signature)

Date