

LEASE AGREEMENT

THIS AGREEMENT between _____ SOUTHWEST EXPRESSWAY INVESTORS _____ "Landlord",
(Name of Landlord)

and _____
(List all Residents who will sign this Agreement)

"Resident" is effective when fully executed by all parties. The Owner's obligation to deliver possession to Resident is conditioned on Resident making all payments due at or prior to move-in under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Landlord rents to Resident and Resident rents from Landlord for residential use only, the premises located at:

_____, SOUTHWEST EXPRESSWAY _____, Unit # (if applicable), _____
(Street Address)

_____, SAN JOSE _____, CA, _____ 95126 _____
(City) (Zip)

2. AB 1482 DISCLOSURES:

- a. ☒ **Separately Alienable From Any Other Dwelling Unit:**

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

- b. ☐ **This Unit's AB 1482 New Construction Exemption May Expire During This Tenancy:** AB 1482 exempts housing that has been issued a certificate of occupancy within the last 15 years.

The following disclosure is effective _____.
(Date)

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

- c. ☐ **Subject to AB 1482 rent caps and just cause as provided in Civil Code Section 1946.2 and 1947.12. The following disclosure is required by law.**

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



3. **TERM:** The term of this Agreement is for _____, beginning on _____ and ending on _____,
(Term) (Date) (Date)
at which time this Lease shall terminate without further notice. Any holding over by the Resident after termination shall entitle the Landlord to initiate legal proceedings to recover possession of the premises. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Landlord accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Landlord of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Landlord by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Landlord may terminate the tenancy by service upon the Resident of a written 30-day notice.

For units subject to AB 1482 just cause, Civil Code 1946.2(a) provides that "after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be state in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more." "Just cause" to terminate the tenancy includes termination "if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

4. **RENT:** Rent is due in advance on the _____ 1st _____ day of each and every month, at \$ _____
(Date)
per month. Tenancy start date: _____. Rent for any partial month shall be prorated at the amount of
1/30th of the monthly rent per day.

a. Prorated Rent (if applicable)

☐ The tenancy did not start on the rent due date specified above. Resident is to pay:

One month's rent at move-in: \$ _____
(Full rent amount)

Prorated rent of \$ _____ on _____
(Amount of prorated rent) (Date)

The regular rent of \$ _____, each month, beginning _____.

b. Payment Methods for Rent and Other Amounts Due under This Agreement

Payments made in person may be delivered between the hours of _____ 9am _____ and _____ 6pm _____ on the following days of
the week: ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday ☒ Other **10-5 SAT/SUN**

Acceptable methods of payment:

☒ Personal Check ☒ Cashier's Check ☒ Money Order ☐ EFT/Credit Card (see Landlord for details) and ☐ Cash

c. Rent Payee and Location

Rent is to be paid to _____ **Southwest Expressway Investors** _____
(Name to whom rent payment should be made)

and is to be delivered to _____ **Fruitdale Station Apartments/Southwest Expressway Investors** _____
(Name to whom rent should be delivered)

at _____ **1590 SOUTHWEST EXPRESSWAY, SAN JOSE, CA 95126** _____
(Address where payments should be delivered)

Telephone number for above address: _____ **(408) 288-7368** _____



- d. **Payments** In the event of roommates, or another form of multiple occupancy, Resident understands and agrees that rent shall be paid with a single payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent payment. If payment by mail is allowed, Resident bears the risk of loss or delay of any payment made by mail and Landlord must receive mailed rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Civil Code 1947.3, Landlord will accept rent payments only from the Resident. Landlord may require a separate signed acknowledgement for each rent payment made by a third party. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should the Landlord elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Landlord during the pendency of any legal action, or in anticipation of legal action. Failure or refusal by Resident to cash Landlord's rent refund check shall not defeat Landlord's rejection of the rent being refunded.
- e. **Change to Payment Method.** The Landlord may refuse certain payment methods listed in subparagraph (b) above, as the form of payment to cure a Three-Day Notice to Pay Rent or Quit, Three-Day Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the Landlord may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Landlord with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Landlord chooses to demand or require cash payment under these circumstances, the Landlord shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Landlord, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

5. **SECURITY DEPOSIT:** Resident shall deposit with Landlord, as a security deposit, the sum of \$_____, as follows:

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

☐ at the time this Agreement is signed.

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

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Landlord has regained possession of the premises, Landlord shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above. After either the Landlord or the Resident provides notice to terminate the tenancy, the Landlord and Resident may mutually agree to have the Landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident or to another form or method of return.

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

Resident, **except:** _____ **N/A**

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

☒ Gas ☒ Electric ☒ Water ☒ Trash ☒ Sewer ☐ Other: _____

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

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



7. **LATE FEES AND INSUFFICIENT FUNDS:** If rent is paid after the 5TH of the month, there will be a late charge of \$ 50.00 assessed. This late charge does not establish a grace period. The parties agree that this late fee is presumed to be the amount of damage resulting from the late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Landlord to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Failure to pay the fee is a material breach of this Agreement. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Landlord for the amount of the check and a service charge of \$ 35.00, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.
8. **GUARANTEE:** Resident ☐ is ☒ is not required to have a Guarantor for the duration of Resident's tenancy. If no box is checked, Resident is not required to have a Guarantor. The Guarantor shall be liable for the rent and any damages, financial or physical, caused by the Resident, including any and all legal fees incurred by the Landlord in enforcing this Agreement. If a Guarantor is required, this Agreement will not take effect unless a fully executed guarantor agreement is attached.
9. **RENTAL UNIT AVAILABILITY:** In the event the unit is not available on the move-in date due to a prior Resident holding over, or other cause not within the control of Landlord, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.
10. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

_____ Name	_____ Birthdate	_____ Name	_____ Birthdate
_____ Name	_____ Birthdate	_____ Name	_____ Birthdate
_____ Name	_____ Birthdate	_____ Name	_____ Birthdate

11. **GUEST(S):** Except as otherwise provided by prior written agreement, any person who is not listed as an Occupant on this Agreement is a Guest. A Guest may not stay on the premises for more than 14 consecutive days, or a total of 120 days in a 12-month period. At the discretion of Landlord, Guest(s) who overstay this limit may be required to go through the application process, and if approved, may be required to sign a Rental/Lease Agreement. A guest who has not signed a Rental/Lease Agreement is not a "tenant who has lawfully occupied the premises" for the purpose of Civil Code 1946.2 and is not a "tenant" for the purpose of Civil Code Section 1947.12. Resident is responsible for any violation of this Rental/Lease Agreement by Resident's Guests.
12. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the premises for short-term rental, such as through AirBNB, VRBO or other such sites. Any person who is not named as an Occupant in this Agreement or Resident who signed this Agreement, who occupies any portion of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement, and is, at the election of Landlord, irremediable breach of this Agreement and cause for immediate termination.

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13. DISCLOSURE OF PERSON(S) AUTHORIZED TO MANAGE THE PREMISES AND INFORMATION FOR SERVICE OF PROCESS AND NOTICES: The following information is provided as required by California Civil Code Section 1962.

a. Service of Process and Notices

Notices, demands, and service of process shall be delivered to the following person, who is the *(check one)*

☒ Landlord ☐ Agent for service of process and notices:

Southwest Expressway Investors

408-288-7368

(Name of person to whom documents should be delivered)

(Telephone number of person)

at 1590 Southwest Expressway, San Jose, CA 95126

(Address where documents should be delivered)

b. Persons Authorized to Manage the Premises

The following person is authorized to manage the premises:

SOUTHWEST EXPRESSWAY INVESTORS

(408) 288-7368

(Name of person to authorized to manage the premises)

(Telephone number of person)

at 1590 SOUTHWEST EXPRESSWAY, SAN JOSE, CA 95126

(Address of person authorized to manage the premises)

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

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

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

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

(a) Coverage of at least \$ 100,000.00 in personal liability (bodily injury and property damage) for each occurrence.

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

(c) Landlord and any person listed in Paragraph 13(b) must be listed as Certificate Holder (i.e., a person entitled to proof of insurance).

(d) The carrier must provide 30-days' notice of cancellation, non-renewal or material change in coverage to the Landlord and any person listed in Paragraph 13(b).

(e) Resident must obtain insurance:

☐ within 30 days of the inception of the tenancy.

☒ prior to occupancy.

☐ by _____. *(date)*



15. KEYS: Resident has received *SEE Addendum set of keys for the premises. If needed, additional keys may be requested from the Landlord. There may be a charge. Keys to the premises are the exclusive property of Landlord. All keys must be returned to Landlord when Resident vacates. Resident shall be charged for the cost of new locks and keys if all keys are not returned. In the event that any keys to the premises or the building are lost or consigned, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Landlord, as required for the security of the Premises, the Building, and Building occupants. This may include the costs of re-keying the entire Building if Landlord, at Landlord's sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out of the Premises. If Landlord is required to assist any Resident in gaining entry to the Premises, Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Landlord and Landlord may require Resident to contract with a professional locksmith.

16. PARKING (CHECK ONE):

☐ This Agreement does not provide for parking of any motor vehicle or motorcycle anywhere in or about the Premises, the Building, and/or the driveway(s). **(If no box is checked, this provision applies.)**

☐ This property's policy with respect to parking and/or garage use is in the attached addendum.

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

Number of parking spaces assigned to Resident's unit 1. Only one passenger vehicle or motorcycle may be parked in each space. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The parking area may not be used for storage without prior written permission. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking.

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

Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.) Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

17. STORAGE POLICY (CHECK ONE):

☒ No storage outside of the Resident's unit is authorized, permitted, or provided under this Agreement. Resident agrees to keep personal property inside Resident's unit, unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit. (If neither box is checked, this provision applies.)

☐ Storage is allowed pursuant to the attached addendum.

18. LANDSCAPING: Resident ☐ is ☒ is not (check one) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping, or ☐ please see attached Addendum. Resident shall promptly advise Landlord of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional. Resident may not alter the landscaping or engage in "personal agriculture" without Landlord's prior written permission. If Resident is responsible for maintaining landscaping, including sufficient watering, Resident shall perform this obligation in a manner consistent with state and local water use restrictions



19. SMOKING POLICY: Smoking of any substance, including marijuana, is prohibited everywhere on the premises, including in individual units and interior and exterior common areas, unless Landlord has adopted a different policy that is attached as an addendum to this Agreement. Smoking includes the use of e-cigarettes or vaping. The term "smoke" includes vapor from e-cigarettes or other vaping devices. (Check a box if an addendum is attached).

☐ This property's policy with respect to allowing smoking is in the attached addendum.

☒ This property is subject to a local non-smoking ordinance, which requires the attached addendum.

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

20. PROHIBITIONS: Without Landlord's prior written permission as an addendum to this Agreement, no pets, pianos, aquariums, waterbeds, swimming pools, outside antennae, fireworks, firepits, outdoor gas heaters, charcoal or wood burners or other

open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or _____

boats, inoperable vehicles, satellite dishes & liquid filled furniture

shall be kept or allowed in or about the premises, including any indoor or outdoor common areas.

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

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

21. LARGE APPLIANCES: Resident shall not move or remove any large appliances provided by Landlord without prior written consent of the Landlord. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners, generators or other large appliances not provided by the Landlord, without prior written consent of the Landlord. Resident may operate a generator in emergency situations, provided that (1) all manufacturer safety procedures are followed, including operating the generator in an outside space and (2) the generator does not create a nuisance (noise or other) for other residents.

22. REPAIRS AND ALTERATIONS: Resident shall make a written request to Landlord regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Landlord's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Landlord. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Landlord any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Landlord harmless and indemnify Landlord as to any mechanic's lien recordation or proceeding caused by Resident.

23. UNLAWFUL ACTIVITIES: Resident, Occupants and any guest or other persons under the Resident's control shall not

- (a) engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- (b) engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises or property.
- (c) permit the dwelling unit or property to be used by any person for, or to facilitate, criminal activity, including drug-related criminal activity, engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.



- (d) engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the premises or property.
- (e) engage in any criminal activity on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
- (f) use the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

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

24. SPARE THE AIR ALERTS: Many Air Districts have enacted "Spare the Air" programs, which prohibit certain activities, which may include burning wood, pellets, or manufactured fire logs when a "Spare the Air" Alert is issued. A map of California Air Districts, with links to local information is available at: <http://www.arb.ca.gov/capcoa/dismap.htm>. Resident agrees that Landlord may provide Resident's name and address to the regional Air District for the purpose of notifications and enforcement of the Spare the Air program. Nothing herein is deemed to be authorization of or consent by Landlord to burn anything that is not authorized by this Agreement. Resident shall

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

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

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

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

26. SATELLITE DISHES

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

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



- (c) **Safety and Non-Interference:** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Landlord's telecommunication systems and may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle;
- (d) **Outside Installation:** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Landlord. No other methods are allowed. Landlord may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- (e) **Signal Transmission from Outside Installation:** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Landlord;
- (f) **Installation and Workmanship:** For safety purposes, Resident must obtain Landlord's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person or a company that has workers' compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment;
- (g) **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Landlord may temporarily remove any satellite dish or antenna if necessary, to make repairs to the building;
- (h) **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment;
- (i) **When Resident may begin Installation:** Resident may start installation of a satellite dish or antenna only after Resident has: provided Landlord with written evidence of the liability insurance required by this Agreement, if applicable and received Landlord's written approval of the installation materials and the person or company who will do the installation.

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

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

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

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

29. BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION: The Landlord has inspected the unit prior to lease and knows of no bedbug infestation. Resident agrees not to bring onto the property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary.



a. Information about Bed Bugs:

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

b. Suspected Bed Bug Infestations As Soon as Possible

- **Prompt Reporting:** If you find or suspect a bed bug infestation, please notify Landlord as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to:

SOUTHWEST EXPRESSWAY INVESTORS / 1590 Southwest Expressway, San Jose, CA 95126 / (408) 288-7368

c. Cooperation with Pest Control

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



d. Prevention Recommendations

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

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

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



31. MOLD PREVENTION: Resident agrees to:

- (a) keep the premises maintained and ventilated so that moisture does not accumulate. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow.
- (b) to regularly allow air to circulate in the apartment.
- (c) to immediately notify the Landlord of (1) any leaks, moisture problems, and/or mold growth; (2) any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (3) any significant mold growth on surfaces inside the premises.
- (d) to use exhaust fans (if available) whenever showering or bathing cooking, dishwashing, or cleaning. and to report to the Landlord any non-working fan;
- (e) to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit;
- (f) to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.;
- (g) to keep the unit free of dirt and debris that can harbor mold.

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

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

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

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

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

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

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

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

38. FINES AND PENALTIES: Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Landlord, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident. In the event that Landlord has already paid fines or costs levied against Landlord as of the date Resident is notified of the levy against Landlord, Resident shall, within five (5) days of Landlord's written demand therefore, reimburse Landlord for the entire sum paid. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident.



- 39. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Landlord for liability arising prior to the return of possession to the Landlord for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Landlord's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 40. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Landlord presents to Resident Form CA-160 - *Resident's Certification of Terms - Estoppel Certification*, or other similar form, Resident agrees to execute and deliver the form acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Landlord, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the form as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser.
- 41. DESTRUCTION OF OR DAMAGE TO THE PREMISES:** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following will apply:
- (a) If the premises are totally destroyed by fire, earthquake or other casualty, this Agreement will terminate, as of the date on which the damage occurs. However, if the damage or destruction is the result of the negligence of the Resident, or his or her invitees, then the Agreement will not terminate, unless notice is given by the Landlord, specifying the termination date.
 - (b) If the premises are only partially damaged, or are temporarily uninhabitable, as determined by Landlord, Landlord will use due diligence to begin the process to repair such damage and restore the premises as soon as possible. If only part of the premises cannot be used, there will be a proportionate rent discount until the premises are repaired, to be determined solely by Landlord.
- 42. NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
- 43. HAZARD NOTICE:** Pursuant to Government Code Section 8589.45, Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>. The Landlord's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. The Landlord is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident.
- ☐ (Check box if applicable) The property is located in a special flood hazard area or an area of potential flooding.
- 44. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, each party shall be responsible for their own attorneys' fees, unless the following box is checked:
- ☐ the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$_____, plus court costs. If the box is checked and no amount is filled in, the prevailing party's attorney fee recovery is not to exceed \$800.
- 45. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Landlord (including a collection agency) to obtain Resident's consumer credit report, which Landlord may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 46. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Landlord of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 47. SEVERABILITY CLAUSE:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.



- 48. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.
- 49. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Landlord shall be allowed at Landlord's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord by California Civil Code Section 1951.2 and 1951.4. Damages Landlord "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- 50. ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.

☐ **CA-097 Subject to AB 1482 Addendum**

- | | |
|--|---|
| <input type="checkbox"/> Asbestos Addendum (Form CA-061) | <input type="checkbox"/> Pet Addendum (Form CA-080) |
| <input type="checkbox"/> CC&Rs Addendum (Form CA-067) | <input checked="" type="checkbox"/> Pool/Spa Rules Addendum (Form CA-082) |
| <input type="checkbox"/> Clothesline/Drying Rack Addendum (Form CA-066) | <input type="checkbox"/> Proposition 65 Warning Addendum (Form CA-083) |
| <input type="checkbox"/> Day Care Addendum (Form CA-068) | <input checked="" type="checkbox"/> Smoking Policy Addendum (Form CA-088) |
| <input checked="" type="checkbox"/> Grilling Addendum (Form CA-070) | <input type="checkbox"/> Storage Addendum (Form CA-090) |
| <input type="checkbox"/> Guarantee of Rental/Lease Agreement (Form CA-019) | <input type="checkbox"/> Water Submetering Addendum (Form CA-093) |
| <input type="checkbox"/> Lead-Based Paint Addendum (Form CA-071) | <input type="checkbox"/> Waterbed Addendum (Form CA-094) |
| <input type="checkbox"/> Lead Brochure: Protect Your Family (Form CA-072) | <input type="checkbox"/> Other: _____ House Rules Addendum |
| <input type="checkbox"/> Parking/Garage Addendum (Form CA-076) | <input type="checkbox"/> Other: _____ Utility Addendum |
| <input checked="" type="checkbox"/> Periodic Application by Pest Control Operator Addendum (Form CA-078) | <input type="checkbox"/> Other: _____ Privacy Gate Key and Transmitter Policy |
| <input type="checkbox"/> Periodic Application of Pesticides by Landlord Addendum (Form CA-077) | <input type="checkbox"/> Other: _____ Security Deposit Addendum |
| <input type="checkbox"/> Personal Agriculture Addendum (Form CA-079) | |

Resident(s) initials here: _____

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

_____	_____	_____	_____
Date	Resident	Date	Resident
_____	_____	_____	_____
Date	Resident	Date	Resident
_____	_____	_____	_____
Date	Resident	Date	Resident

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date



FRUITDALE STATION APARTMENTS

SECURITY DEPOSIT AGREEMENT

This document is an Addendum and is part of the Rental/Lease Agreement, _____ between
Southwest Expressway Investors _____ (Owner/Agent) and
_____ (Resident)
for the premises located at _____ San Jose, CA 95126

We hope you find your apartment sparkling clean and ready to move into. Please notify the Leasing Office staff if your unit is unsatisfactory. We will correct everything we can and make note of pre-existing items, such as small dents in appliances, in order to ensure that you won't be charged for them when you move out. "Normal wear-and-tear" will be assessed and determined by the property manager at the time the apartment is vacated not by the resident.

When you vacate your apartment you will be financially responsible for the cleaning of your apartment, including the carpet, window coverings, painting and damages.

1. **Cleaning:** You will be charged 100% of actual cleaning costs upon move out.
2. **Carpets:** You will be charged 100% of actual carpet cleaning costs upon move out

Damages: Regardless of length-of-stay, you can be charged a prorated amount toward replacement costs of lingering odors in the apartment. These are strong odors that penetrate the carpets, subfloor, walls, cabinets and any other porous surface. Once these surfaces are penetrated no amount of cleaning will dissolve these permeating odors. The most common odors that residents are charged for are as follows:

- Cooking methods
- Smoking
- Pet urine (See pet addendum)

****The cost of any extra charges due to staining, repairs, or damages will be prorated based on a life expectancy of 72 months for the carpeting.****

****Due to variations in color and wear, we do not replace sections of carpet or individual rooms with damages. Everyone wants pristine and uniform looking carpets, not a room-by-room mismatch. We strive to maintain a beautiful looking apartment for all residents.**

3. **Blinds:** Factors that affect the frequency of blind cleaning are smoking, cooking methods and misuse of the blinds. If the blinds are replaced you will be charged as follows:

<u>Age of blinds</u>	<u>Percent cost Charged</u>
0-12 months	100%
13-18 months	75%
19-24 months	50%
25+	25%

****Blinds should always be in the open position before lifting or lowering.**

4. Required painting in each apartment will be determined by the property managers and discussed with the paint vendor upon final move-out from the unit.

FRUITDALE STATION APARTMENTS

- a. **Painting:** We will charge the cost of painting your apartment interior following a thirty-six (36) month prorated schedule:

<u>Length of Stay</u>	<u>% Of Cost Charged</u>
0-12 Months	100%
13-24 Months	75%
25-36 Months	50%
37+	0%

- b. **Painting/Damages:** If damages have occurred, you will be charged actual costs regardless of length-of stay. Factors that may constitute damages include but are not limited to:

- Excessive markings, dirt or holes.
- Non-matching or any paint job not completed by Fruitdale Station employees.
- Permeating odors such as cigarette smoke or cooking methods could require a "Full Paint" regardless of the condition of the walls or length-of-stay.

5. **Countertops** – Granite/Caesar stone/Limestone: You will be held 100% responsible for any damages to your countertops and the replacement cost. Please see your cleaning guidelines for what products to use, and more importantly, what products not to use, when cleaning your granite.

6. **Miscellaneous Damages:** You are responsible for 100% of all costs incurred due to damages in your apartment. Please report all damages to the Leasing Office immediately. Many times prompt action can save you considerable expense.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Owner/Agent

Date

FRUITDALE STATION APARTMENTS

PRIVACY GATE KEY AND TRANSMITTER POLICY

This document is an Addendum and is part of the Rental/Lease Agreement, _____
between Southwest Expressway Investors (Owner/Agent)
and _____ (Resident)
for the premises located at _____ San Jose, CA 95126

MOVE IN DATE:

The below signed Resident(s) hereby do acknowledge receipt of:

_____ Unit key(s)	Replacement cost \$25/key
_____ Common area key(s)	Replacement cost \$25/key
_____ Mailbox key(s)	Replacement cost \$25/key + lock
_____ Transmitter(s)	Replacement cost \$50/transmitter
_____ Parking Permit	Replacement cost \$30/Parking permit

1. Duplication of lobby keys is strictly prohibited. Violation may result in lease termination.
2. Two lobby keys are assigned per household or one per adult in the event of roommates.
3. Gates and doors are to remain closed at all times. Under no circumstances are gates or doors to be propped open.
4. Keys and transmitters may not be loaned to visitors and/or guests.
5. All keys issued must be returned at the termination of tenancy or charges will be assessed.
6. It is the Resident's responsibility to allow visitors, guests and/or contractors entry to their unit. At no time will Owner/Agent allow Resident's guests, visitors and/or contractors entry to any unit.
7. After hours lockouts are considered NON-EMERGENCY and must be handled by the resident(s) at their own expense.

Press "9" from your telephone to allow visitors access from the lobby

New Telephone Number

Parking Space #

Directory Heading

Transmitter #

If you DO NOT want your name displayed in the call box directory, please check the box indicating below, sign and date at the bottom and return to our office

☐ **Privacy please** – DO NOT display our name in the call box directory.

Please note that violations of the above regulations are a direct violation of your lease and may affect your residency.

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

Resident Date

Resident Date

Resident Date

Owner/Agent Date

FRUITDALE STATION APARTMENTS
RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, Dated _____ between

Southwest Expressway Investors _____ (Owner/Agent) and

(Resident)
for the premises located at _____ San Jose, CA 95126

I. General

1. Owner/Agent may adopt new policies and rules or amendments to this document upon giving 30 days' notice in writing to Resident.

II. Noise and Conduct

1. Resident shall not make or allow any excessive noise in the unit or permit any actions that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volumes that will disturb other persons.
3. Resident shall refrain from activities and conduct outside of the unit (in common areas, parking areas, or recreational facilities) that is likely to annoy or disturb other persons.
4. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of **10:00 p.m. and 8:00 a.m.**

III. Cleanliness and Trash

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins

IV. Safety and Security

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for Resident's and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident shall ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.

FRUITDALE STATION APARTMENTS

3. Resident shall ensure that all appliances are turned off before departing from the premises.
4. When leaving for more than one week, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall provide Owner/Agent with the name of any person or entity permitted by the Resident to enter the unit
6. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
7. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.
8. San Jose non-emergency: **(408) 277-8900**

V. Maintenance, Repairs, and Alterations

1. Resident shall advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets.
2. Resident shall make repair requests as soon after the defect is noted as is practical.
3. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Owner/Agent.
4. Resident shall refrain from making any alterations or improvements to the unit without written consent of Owner/Agent.
5. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
6. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
7. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Owner/Agent for these costs on demand.

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

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Owner/Agent Date

FRUITDALE STATION APARTMENTS

Addendum (Form 2.2)

This document is an Addendum and is part of the Rental/Lease Agreement,
between Southwest Expressway Investors (Owner/Agent)
and _____ (Resident)
for the premises located at San Jose, CA 95126

New provision(s)



1. All addenda to original Lease Agreement dated _____, to remain as originally written and not modified except in writing and signed by all parties, except as permitted by applicable law.
2. Rent is to be paid in one payment (personal check, cashier check or money order) only; multiple checks will not be accepted.
3. If Management receives (2) two non-sufficient checks, Resident agrees to submit rent payments by money orders/cashier checks ONLY.
4. NO PETS or other animals are allowed on the premises at any time even temporarily or with a visiting guest without prior written consent by Owner, except for service animal(s) as required by law.
5. Resident is required to give at least 30 (thirty) day WRITTEN notice prior to terminating tenancy. If no written notice is given, lease shall automatically convert to a Month-to-Month Agreement after the initial lease term on the same lease terms and conditions as stated in this Agreement, save any changes pursuant to law.
6. In the event that a Resident commits a default under the Lease Agreement, Resident must complete all of the following
 - a. Submit written 30 (thirty) day notice of intent to vacate to Owner
 - b. Submit a lease-buy-out fee equal to one month's rent with the notice
 - c. Re-pay any concession received
7. Tenant hereby acknowledges that upon moving out of the unit, the Security Deposit Statement and copies of invoices shall be delivered electronically via email communication. When money is owed upon move out, the Security Deposit Statement and copies of invoices will be delivered by U.S. Postal service. Furthermore, the Security Deposit refund check shall be mailed only to a domestic forwarding address.

Resident Date

Resident Date

Resident Date

Owner/Agent Date



**NATURAL
RESOURCE
MANAGEMENT, INC.**

5960 S Land Park Dr, Suite 105, Sacramento, CA 95822
Phone 877-390-9447 Fax 866-405-6772

UTILITY ADDENDUM

ACCOUNT REGISTRATION

**FINANCIAL RESPONSIBILITY FOR
WATER / SEWER / TRASH SERVICES**

This Disclosure Statement (Utility Addendum) shall become part of the Apartment Rental Agreement (Lease) dated _____ between

FRUITDALE STATION APARTMENTS (Management) and Occupant's Name _____ (Residents) of

Residential Address: _____ Apt. # _____, San Jose, CA 95126

1. Paragraph ____ of the Lease is amended by this Utility Addendum. Any inconsistency between said paragraph and this addendum shall be reconciled in favor of this addendum.
2. Responsibility for payment of utilities will be as indicated below.
3. The method of billing the Occupant's water cost is done via actual cost for Water service which is billed to the property. Deduction of 10% for common area usage is given, and then the amount is divided by total property's livable square footage to arrive at the current month's rate. The rate is then multiplied by your individual square footage to determine your individual amount.
4. The method of billing the Occupant's sewer cost is done via actual costs for Sewer service which is billed to the property. This is a flat rate each month that is identical to the local utility provider's rate.
5. The method of billing the Occupant's trash cost is done via actual costs for Trash service which is billed to the property. Deduction of 5% for common area usage is given, and then the amount is divided by total property's livable square footage to arrive at the current month's rate. The rate is then multiplied by your individual square footage to determine your individual amount.
6. Occupant must make payment of the charges due within 21 days of the invoice date of each monthly utility invoice. If a payment is received after that time, Occupant will be responsible for paying a late fee for each monthly utility payment which is late. If Occupant's payment is returned due to insufficient funds, Occupant will be responsible for paying the NSF Fee. Failure to pay utility payments pursuant to this addendum constitutes a material and substantial breach of the lease and may lead to immediate eviction procedures. Management is entitled to use Occupant's security deposit to recover unpaid utility charges.
7. Utility invoices will be issued to occupants on a monthly basis. However, when resident moves out, there will be a need to prepare a special bill (Final Invoice) which will have a billing end date the same date as when the occupant moves out. NRM will issue the (Final Invoice) to Management for the amount to be deducted from Occupant's security deposit.
8. If Occupant breaks or breaches the Lease, Occupant will be responsible for the utility charges through the time it takes for Management to retake possession of the apartment, regardless of whether Occupant is still occupying the apartment.
9. Management is not liable for any losses or damages Occupant incurs as the result of outages, interruptions, or fluctuations in utilities provided to Occupant's apartment unless such loss or damage was the direct result of negligence of Management or its employees. Occupant releases Management from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

Mailing Address (if different than Residential Address): _____

Date of this Addendum: _____

Resident(s) / Occupant(s)

Management:

POOL/SPA RULES ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____
(Date)

SOUTHWEST EXPRESSWAY INVESTORS (Landlord) and
(Name of Landlord)

(List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)

SAN JOSE, CA 95126
(City) (Zip)

1. The Pool is to be used only between the hours of 6:00 A.M. and 10:00 P.M. The Spa (if present) is to be used only between the hours of 6:00 A.M. and 9:00 P.M.
2. The Pool/Spa are reserved exclusively for use of Residents of the building, Occupants listed on the Rental/Lease Agreement and their guests. Guests must be accompanied by a Resident or Occupant when using the pool.
3. As provided by California law, children under the age of fourteen (14) shall not use the pool without an adult in attendance and unsupervised use of the Spa by children under the age of 14 is prohibited.
4. No food may be served or eaten in or around the Pool/Spa area(s) at any time without Landlord's consent. Refreshments must be served in unbreakable containers.
5. No alcoholic beverages shall be served or consumed in or around the Pool/Spa area at any time. No person under the influence of alcoholic beverages is permitted in or near the Pool/Spa.
6. Running and jumping, "horseplay", fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the Pool/Spa.
7. To protect the enjoyment of the pool, spa and pool area by all Residents, the use of radios, music players and other music or noise amplifying devices of any type is prohibited in the pool area unless used with appropriate earphones.
8. Residents and their guests are required to be properly attired at all times, going to and from and in or around the Pool/Spa area.
9. Showering is required prior to using the Pool/Spa. Those using the Pool/Spa shall dry themselves off before leaving the Pool or Spa area.
10. Residents and guests will place their own towels over Pool/Spa furniture when using suntan oil or other lotions.
11. No toys, inner tubes or any other objects whatsoever will be allowed in the Pool/Spa at any time.
12. Safety equipment is not to be used except in case of emergency.



Landlord is not responsible for articles lost, damaged or stolen.

<u>Date</u>	<u>Resident</u>	<u>Date</u>	<u>Resident</u>
<u>Date</u>	<u>Resident</u>	<u>Date</u>	<u>Resident</u>
<u>Date</u>	<u>Resident</u>	<u>Date</u>	<u>Resident</u>

Date _____

Date _____



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SMOKING POLICY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between

SOUTHWEST EXPRESSWAY INVESTORS

(Landlord) and

(Resident) for the

(List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)

SAN JOSE

CA

95126

(City)

(Zip)

1. Smoking Policy

Check one:

- a. ☐ Smoking is **allowed** on the entire property, **except** the following areas: _____

Type of smoking that is allowed (check one or both). If neither is checked, both types of smoking are allowed.

- ☐ Tobacco
☐ E-cigarette/Vaping*

- b. ☒ Smoking is **prohibited** on the entire property **except** the following areas:

Open well ventilated areas at least 25 feet from buildings, doorways and windows per City of San Jose

Ordinance 9.44.030

Type of smoking that is allowed in the listed areas (check one or both). If neither is checked, both types of smoking are allowed in the areas listed.

- ☐ Tobacco
☐ E-cigarette/Vaping*

- c. ☐ Smoking of any substance is **prohibited** on the entire property, including individual units, common areas, every building and adjoining grounds.

*This addendum does not authorize the use of marijuana in any form on the premises.

2. **Non-Smoking Areas:** Resident and members of Resident's household shall not smoke in areas in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident's unit from Non-Smoking Areas.
3. **Landlord Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Landlord's adoption of Non-Smoking Areas, does not make the Landlord the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Landlord shall take reasonable steps to enforce this addendum. Owner/ Agent shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.



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

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

_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
 Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
 Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date



GRILLING ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between

SOUTHWEST EXPRESSWAY INVESTORS (Landlord) and

(Resident) for the
(List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)

SAN JOSE, CA 95126
(City) (Zip)

1. The Rental/Lease Agreement provides that without Landlord's prior written consent, no charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices (hereinafter "grill") shall be allowed in or about the premises.

2. Landlord consents to Resident keeping and operating the type of grill described here:

Per CA fire code 308.3.1: Propane tanks with one pound liquid petroleum gas capacity or less or electric grill

3. In the event of default by Resident of any of the terms in this Addendum, Resident agrees, within three days after receiving written notice of default from Landlord, to cure the default or vacate the premises. Resident agrees Landlord may revoke permission to keep and operate said grill on the premises by giving Resident thirty (30) days notice in writing.

4. Resident agrees to comply with all applicable ordinances, regulations and laws governing grills and storage of combustibles.

5. Resident agrees that the grill will not be used except in the following area(s):

Private patio or Balcony

6. Resident agrees to maintain and operate the grill in a safe manner. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- Follow manufacturers' directions for safe operation, storage, and maintenance of your grill. If the manual is missing, contact the manufacturer for a replacement or check the company's web site for an online copy.
- Check to see that the grill is in good working order. For gas grills, be sure that all gas lines and valves are intact. For charcoal grills, check for holes where ash or coals can fall through. Ensure that the grill is stable and will not tip over.
- Set up the grill in a safe place. Choose a firm, level surface at least 10 feet away from walls, siding, and deck rails; overhangs, eaves, and awnings; shrubs and branches; and furniture and other combustibles.
- Only use gas and charcoal grills outdoors. When burned, gas and charcoal produce deadly carbon monoxide, an odorless, colorless gas that can kill in a matter of minutes. Never use a grill indoors, or in a garage, even if the door is open. Carbon monoxide can enter the apartment and injure or kill the people inside very quickly.
- Have a fire extinguisher (ABC type) or a bucket of water handy in case of a fire.
- Have a spray bottle of water ready to control flare-ups. Have access to a phone in case of emergencies.
- Start the grill properly, using only approved methods. Before lighting a gas grill, open the cover.
- Stay by the grill while it is in use and while it is still hot.
- If Resident smells gas while cooking: Turn off the grill. Move away from the grill. Keep everyone away. Do not move, use, or light the grill until it has been inspected and repaired.
- Use appropriate grilling tools. Choose long-handled heat-resistant cooking tools and heat-resistant mitts.
- Keep people away from the grill, especially children.
- Do not attempt to move a grill that is in use.
- Clean the grill after use, removing food fragments, sauces and marinades, and accumulated fat or grease. All these increase the risk of flare-ups and fires.



7. Resident agrees to use the following special precautions for gas grills (if applicable):

Before using the grill:

- Check the hose or tubes for leaks, cracks, brittleness, holes, and kinks. Make sure there are no sharp bends in the hose or tubing. Using a pipe cleaner or wire, clear any blockages caused by dirt, insects, etc.
- Check the connections between the tank, hoses or tubes, and the burner, to ensure that they have been connected properly and completely.
- Check for gas leaks. Before using the gas grill, and especially after attaching the propane tank, apply soapy water to the hose and connections; any leaks will be made evident by the escaping bubbles. *Never use a match or lighter to look for a gas leak!* If you can smell gas, then there is a gas leak.
- If the grill has a gas leak, do not use it. Contact a qualified technician for repairs before using the grill.
- Test the spark igniter. Every time you activate the igniter, it should make a spark to create a flame and ignite the gas.
- Do not attempt to repair the grill yourself. If the tank valves or connections are leaking, broken, or malfunctioning, do not attempt to repair them; contact a qualified technician or discard the unit.
- Protect the gas tubes and hoses from hot surfaces, grease, and bumps.
- Store propane gas cylinders safely: store them in an upright position; be sure that they are stored away from heat, spark, and flame; and secure them against access, theft, or tampering.
- Do not store gas cylinders inside buildings or garages. If you store your gas grill indoors when it is not in use, disconnect the gas cylinder and leave it outside.
- Do not store filled gas cylinders in a vehicle which might become hot. Heat will raise the pressure inside the tank, increasing the risk of leaks through the relief valve.
- Keep flammable and combustible materials away from the grill and gas tanks.

8. Resident shall be liable to Landlord for all damages or expenses incurred by or in connection with grill, and shall hold Landlord harmless and indemnify Landlord for any and all damages or costs in connection with grill.

9. Resident shall deposit with Landlord an additional security deposit of \$_____
Landlord ☐ does ☒ does not (check one) require Resident to carry renter's insurance to cover damages caused by use and/or storage of the grill.

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

_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident
_____ Date	_____ Resident	_____ Date	_____ Resident

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord **Individual Signing for Landlord** **Management Co. (If Applicable)**

Date

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord **Individual Signing for Landlord** **Management Co. (If Applicable)**

Date



BEDBUG NOTIFICATION

Pursuant to California Civil Code Section 1954.603, Landlord hereby gives notice to:

_____ in the
_____ *All Residents (tenants and subtenants) in possession (full name) and all others in possession*
premises located at:

_____, Unit # (if applicable) _____
(Street Address)

SAN JOSE, CA 95126
(City) (Zip)

1. Information about Bed Bugs

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms** of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

2. Prompt Reporting

- **If you find or suspect a bed bug infestation, please notify Landlord as soon as possible**, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to:

SOUTHWEST EXPRESSWAY INVESTORS
1590 SOUTHWEST EXPRESSWAY, SAN JOSE, CA 95126
(408) 288-7368



3. Prevention Recommendations

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

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

Date _____	Resident _____	Date _____	Resident _____
Date _____	Resident _____	Date _____	Resident _____
Date _____	Resident _____	Date _____	Resident _____

Date

Owner/Agent

By signing this agreement resident agrees to be financially responsible for all charges related to treatment of bedbugs.

Resident(s) Initials here: _____



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UNLAWFUL ACTIVITY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____
(Date)

SOUTHWEST EXPRESSWAY INVESTORS
(Name of Landlord)

(Landlord) and

(List all Residents as listed on the Rental/Lease Agreement) (Resident) for the

premises located at _____, Unit # (if applicable) _____
(Street Address)

SAN JOSE, CA 95126
(City) (Zip)

1. Resident, members of the Resident's household, and any guest or other persons under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, members of the Resident's household, and any guest or other persons under the Resident's control *shall not engage in any act intended to facilitate criminal activity*, including drug-related criminal activity, on or near property premises.
3. Resident and members of the household *will not permit the dwelling unit to be used for, or to facilitate, criminal activity*, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident and members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property/premises.
6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL/LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious and material violation of the Rental/Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental/Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental/Lease Agreement, the provisions of this Addendum shall govern.



NOTICE OF PERIODIC APPLICATION OF PESTICIDES BY PEST CONTROL OPERATOR ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between

SOUTHWEST EXPRESSWAY INVESTORS

(Landlord) and

(Resident) for the

(List all Residents as listed on the Rental/Lease Agreement)

premises located at _____, Unit # (if applicable) _____
(Street Address)

SAN JOSE

(City)

, CA

95126

(Zip)

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

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

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

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Resident

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date



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FRUITDALE STATION APARTMENTS

RESIDENT INFORMATION

Please complete the following for our resident file. The information you give us is for office use only and will be held in strictest confidence. Thank you very much for your cooperation

Building # _____ Apt. # _____ Move in Date _____ Parking # _____

Extra Parking Space (If Applicable) _____ Total # of People in Unit _____

Number of Remotes _____

Name of all occupants:

Name	Phone	Email	Remote #

Vehicle information:

Make	Model	Year	Color	License Plate	Parking spot

In case of an emergency contact

Name _____

Phone _____

City _____

Relationship _____

FRUITDALE STATION APARTMENTS

Building # _____

Unit # _____

Date _____

RESIDENT VEHICLE INFORMATION

YOUR CAR MAY BE TOWED if the leasing office does not have updated information.
Fill this out and return to office

Resident Name	Phone Number	Email
First Name Last Name	(xxx) xxx-xxxx	xxx@xxx.xxx
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assigned Parking _____

Extra Parking _____

Number of Vehicles _____

Make	Model	Year	Color	License Plate #	Parking Spot

Residents are responsible for keeping the leasing office updated on vehicle information. Inform leasing office if you:

- Purchase or sell a car
- Go on vacation and leave vehicle parked for more than 72 hrs.
- Get a rental for 3 days or more

Vehicles may be towed if:

- Parked without a permit/ permit not properly displayed
- Permit color does not match parking zone
- Permit does not match parking spot number

MOVE-IN/MOVE-OUT ITEMIZED STATEMENT (Landscape)

Resident Name(s)	Move in Inspection by/Date	Initial Inspection by/Date		Final Inspection by/Date
Address/Apt. #	City <div style="text-align: right;">SAN JOSE</div>	State <div style="text-align: center;">CA</div>	Zip <div style="text-align: center;">95126</div>	Move out Date

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **NCC** - Needs complete cleaning • **REP** - Replace • **SC** - Needs spot cleaning • **SP** - Needs spot painting • **RPR** - Needs repair • **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** – New

Kitchen	Move-in Inspection	Initial Inspection (Pre-Move-Out Option)	Final Inspection (After Move-Out)
Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Fan/Light			
Microwave			
Counter top			
Sink/Faucets			
Drains/Disposal			
Cabinet/Doors			
Shelves/Drawers			
Under sink			
Windows			
Screens			
Window coverings			
Electric fixtures			
Light bulbs			

Comments: _____



Stove/Oven	Move-in Inspection	Initial Inspection (Pre-Move-Out Option)	Final Inspection (After Move-Out)
Stove Outside			
Burners			
Drip pans			
Vent			
Timer/Controls			
Oven surfaces			
Oven racks			
Broiler pan			
Light			

Refrigerator			
Inside (all parts)			
Outside			

Dishwasher			
Outside/Controls			
Inside (all parts)			

Laundry Room			
Washer/Dryer			
Hookups			
Light fixtures			
Window/Coverings			
Floor			
Door			
Other			

Comments: _____

Dining Room**Move-in Inspection****Initial Inspection
(Pre-Move-Out Option)****Final Inspection
(After Move-Out)**

Walls			
Ceiling			
Window coverings			
Shades			
Closet			
Doors			
Floor			
Windows			
Screens			
Electric fixtures			
Light bulbs			

Living Room

Walls			
Ceiling			
Doors			
Windows			
Screens			
Window coverings			
Floor			
Closet			
Electric fixtures			
Light bulbs			
Fireplace			

Comments: _____



1st Bedroom**Move-in Inspection****Initial Inspection
(Pre-Move-Out Option)****Final Inspection
(After Move-Out)**

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

2nd Bedroom

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

Comments: _____



3rd Bedroom**Move-in Inspection****Initial Inspection
(Pre-Move-Out Option)****Final Inspection
(After Move-Out)**

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

Other Room

Walls			
Ceiling			
Closet/Cabinets			
Windows			
Window coverings			
Screen			
Floor			
Doors			
Electric fixtures			
Light bulbs			

Comments: _____



Final Inspection (After Move-Out)

[illegible]

2nd Bath

Move-in Inspection

**Initial Inspection
(Pre-Move-Out Option)**

**Final Inspection
(After Move-Out)**

Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

Comments: _____



Systems	Move-in Inspection	Initial Inspection (Pre-Move-Out Option)	Final Inspection (After Move-Out)
Smoke detectors			
Carb Mono Detect			
Furnace/Thermostat			
Air Conditioning			
Water Heater			
Water Softener			

Front Porch

Electric fixtures			
Light bulbs			

Back Porch

Electric fixtures			
Light bulbs			

Garage/Carport

Electric fixtures			
Light bulbs			
Remote/Opener			
Floor			
Walls			
Garage door			

Comments: _____



Yard	Move-in Inspection	Initial Inspection (Pre-Move-Out Option)	Final Inspection (After Move-Out)
Landscaping			
Sprinklers			
Fences/Gates			
Other			

Number of Keys

Door			
Laundry Room			
Mailbox			
Other			

Comments: _____

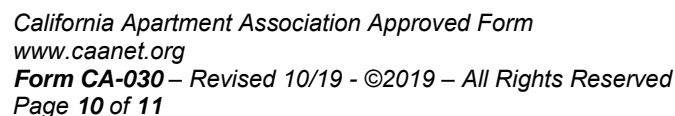
This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)). According to Civil Code Section 1950.5(b), the security deposit may be used by the Landlord for any purpose, including, but not limited to, any of the following:

- From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

An itemized statement will be sent to you within 21 calendar days after the Landlord has regained possession of the premises.

<u>Move-In Inspection</u>			
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 25%;"> Southwest Expressway Investors <i>Landlord</i> </div> <div style="width: 50%; text-align: center;"> <input type="checkbox"/> by _____, <i>Individual Signing for Landlord</i> </div> <div style="width: 25%; text-align: right;"> _____ <i>Management Co. (If Applicable)</i> </div> </div> <div style="text-align: right; margin-top: -20px; padding-right: 20px;"> Agent for Landlord </div>			
<i>Date</i>			



Initial Pre-Move-Out Inspection

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date

Final Inspection

Southwest Expressway Investors ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

Date



California Apartment Association Approved Form
www.caanet.org
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Guidelines for Barbecues in Apartment Communities

The California Fire Code now prohibits charcoal grills, large propane grills, and other open flame cooking devices in multi-family housing communities. The new rules regulate the type of barbecues one can have on their patio or balcony.

What's Allowed?

The new regulations do allow for alternatives to traditional barbecue grills. Listed below are options that comply with the new guidelines:



◀ Propane tank grills with a one pound liquid petroleum gas capacity (typical camping stove)

Electric Grills ▶



- ▶ Grills can be stored on the balcony only after the tank is disconnected. Propane tanks cannot be stored inside the unit or on the balcony.

Additional information, including a list of FAQ's on the issue, is available on the CAA Tri-County website, www.tcaa.org.

CALIFORNIA APARTMENT ASSOCIATION, TRI-COUNTY DIVISION

serving San Mateo, Santa Clara and Santa Cruz Counties

1530 The Alameda, Suite 100, San Jose, CA 95126

Membership Services: 800.967.4222

Local Office: 408.342.3500, Local Fax 408.271.9144

www.tcaa.org



Barbecue Regulations for Residents

Background

In 2007, the California Fire Code was amended to provide a prohibition on charcoal burners or other open flame cooking devices operated within ten feet of combustible construction in multi-family buildings. The new regulations, which took effect in 2008, restrict most barbecues used in multi-family housing units. Rental owners and property managers should ensure that their policies and procedures address these new rules.

New Regulation

The new regulation enforced by local fire departments reads as follows:

2007 California Fire Code, Section 308.3.1 Open-flame cooking devices

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction.

Exceptions:

- 1. Single family homes and duplexes.**
- 2. Where buildings, balconies and decks are protected by an automatic sprinkler system.**
- 3. Liquefied-petroleum LP (which includes propane) gas fueled cooking devices having LP gas container with a water capacity not greater than 2.5 pounds (1 pound LP-gas capacity).**

The rule exempts apartment buildings where the structure, balcony and deck are protected by an operable automatic sprinkler system. Also, the rule allows a resident to use an electric barbecue or one that has a liquefied-petroleum gas container capacity of one pound or less which are similar to those used for camping. Most barbeques sold at major retailers come with a container capacity of five pounds or greater which is prohibited at apartment communities under the regulation.

What You Can Have

To enable you to still enjoy the joys of grilling the new barbecue ordinance does leave room for alternatives to the traditional barbecue grill. Listed below are options that abide by the new guidelines.



◀ Propane tank grills with a one pound LP-gas capacity (typical camping stove)

Electric Grills ▶



- You can store your grill on the balcony after you disconnect the tank. Note that the removed fuel tank may not be stored on the balcony, within 10 feet of combustible construction or inside of any enclosed structure. **TANKS CANNOT BE STORED ON THE INSIDE OF A DWELLING UNIT.**

Additional information, including a list of FAQ's on the issue, is available on the CAA Tri-County website, www.tcaa.org.

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Sources of Chemical Exposures

California's Proposition 65 has identified hundreds of chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires that businesses with 10 or more employees warn you prior to knowingly and intentionally exposing you to any of these chemicals when the exposure is over a certain level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides warning and information regarding exposures to these chemicals that occur in this facility. In many instances, we do not have information specific to this facility. Instead we have relied upon experts in this field to tell us where and to which chemicals these exposures might occur. For other exposures to listed chemicals, enough is known to identify specific areas of exposure.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this residential rental property include the following:

General – Warning: This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

Foods and Beverages – Warning: Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

Alcohol – Warning: Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.



CALIFORNIA APARTMENT ASSOCIATION

980 Ninth Street, Suite 1430
Sacramento, CA 95814
(916) 447-7881
(800) 967-4222 - toll-free phone
(877) 999-7881 - toll-free fax
www.caanet.org

California's Proposition 65 Warning

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

These types of chemicals are found within this establishment. This brochure provides you with information on what chemicals are present and what your exposures to them might be.

Warning

This Facility Contains Chemicals Known to the State of California to Cause Cancer and/or Birth Defects or Other Reproductive Harm.

Second Hand Tobacco Smoke and Tobacco Products.

Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to the State of California to cause cancer, and birth defects or other reproductive harm. Smoking may occur in certain common and private areas.

Furnishings, Hardware, and Electrical Components.

Room furnishings and building materials contain formaldehyde, which is known to the State of California to cause cancer. Furniture, foams, brass keys, electrical power cords, carpeting, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of chemicals, including lead, and formaldehyde, known to cause cancer, and/or birth defects or other reproductive harm. Their presence in these materials can lead to exposures.

Pest Control and Landscaping.

Pests control and landscaping products used to control insects and weeds contain resmethrin, mycobutanol, triforine and arsenic trioxide which are known to the State to cause cancer and/or birth defects or other reproductive harm.

Mold and Fungi.

Certain molds and fungi contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

Construction and Maintenance Materials.

Construction and maintenance materials contain Proposition 65-listed chemicals, such as roofing materials manufactured with vinyl chloride monomer, benzene and ceramic fibers, which are known to cause cancer, or birth defects or other reproductive harm. Construction materials used in walls, floors, ceilings and outside cladding contain chemicals, such as formaldehyde resin, asbestos, arsenic, cadmium and creosote, which are released as gases or vapors during normal degradation or deterioration, and as dust or particulate when disturbed during repairs, maintenance or renovation, all of which can lead to exposures.

Certain Products Used In Cleaning And Related Activities.

Certain cleaning products used for special cleaning purposes such as graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene and urinal odor cakes contain paradichlorobenzene which are Proposition 65-listed chemicals known to cause cancer or birth defects or other reproductive harm.

Swimming Pools and Hot Tubs.

The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to the State of California to cause cancer.

Paint and Painted Surfaces.

Certain paints and painted surfaces contain chemicals, such as lead and crystalline silica, that are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Lead-based paint chips may be ingested and crystalline silica may be released into the air and lead to exposures.

Engine Related Exposures.

The operation and maintenance of engines, including automobiles, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this residential rental facility. Motor vehicle fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State of California to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Combustion Sources.

Combustion sources such as gas stoves, fireplaces, and barbeques contain or produce a large number of chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm which are found in the air of this complex. Any time organic matter such as gas, charcoal or wood is burned, Proposition 65-listed chemicals are released into the air.

Important Phone Numbers

San José Police Department Phone Numbers

City of San José and County Services Phone Numbers

San José Emergency Calls	9-1-1	City of San José 24-Hour Hotline and Call Center	408-535-3500
San José Emergency Calls from a cellular phone	408-277-8911	Mayor's Gang Prevention Task Force: Youth Services	408-794-1630
San José Non-Emergency Calls	3-1-1	Department of Transportation - Hotline	408-794-1900
San José Non-Emergency Calls from a cellular phone	408-277-8900	Department of Transportation - Vehicle Abatement	408-535-3850
Crime Prevention Unit - Community Education, Personal Safety and Neighborhood Watch Meetings	408-277-4133	Department of Transportation - Street Lights	408-794-1903
Family Violence Center	408-277-3700	Graffiti 24-Hour Hotline to Report Graffiti Anti-Graffiti & Anti-Litter Program	866-249-0543 408-975-7233
Records - Police Report Request Information	408-277-4143	Code Enforcement	408-535-7770
Vehicle Impound/Stolen Confirmation Line	408-277-4263	Homeless Hotline: Concerns/Encampments	408-975-1440
Traffic Enforcement	408-277-4341	Homeless Helpline: Resources/Services	408-510-7600
TABS - Truancy Abatement Burglary Suppression	408-926-TABS (8227)	Animal Care and Services	408-794-7297
24 HOUR ANONYMOUS TIP LINES		Rental Dispute Program	408-535-3860
Crime Stoppers	408-947-STOP (7867)	Santa Clara County Resource Helpline	2-1-1
Drugs (Narcotics Information)	408-971-DRUG (3784)	Santa Clara County Sheriff's Office	408-808-4400
Gangs	408-293-GANG (4264)	Conflict Resolution 24-Hour Hotline	408-792-2327
Internet		Parent Project - Parenting Classes	408-808-3794
San José Police Department Website	sjpd.org	CPS - Child Protective Services	408-299-2071
Crime Statistics	crimemapping.com	Adult Protective Services Hotline	800-414-2002
View Recent Crime in Your Neighborhood		Cal Trans - Overpasses/Underpasses/Freeways Report Homeless Encampments, Graffiti and Illegal Dumping	408-436-0930
Crime Statistics	crimereports.com	Union Pacific Railroad - Near Railroad Tracks Report Homeless Encampments, Graffiti and Illegal Dumping	888-877-7267
View Calls for Service and Crime Data		Internet	
Crime Stoppers	svcrimestoppers.org	City of San José Website	sanjoseca.gov
Megan's Law	meganslaw.ca.gov		

TOGETHER WE ARE SAFER

Host a Neighborhood Watch (408) 277-4133



SAN JOSE POLICE DEPARTMENT CRIME PREVENTION TIPS

The MOST important thing you can do is CALL THE POLICE to report a CRIME or any SUSPICIOUS activity. You have to be the eyes and ears of your neighborhood.

Light up your residence and lock your doors at all times.

For more tips or to host a NEIGHBORHOOD WATCH MEETING contact the San José Police Department Crime Prevention Unit at (408) 277-4133.



Home Burglaries:

- Make your home look occupied, and make it difficult to break in.
- Lock all outside doors and windows before you leave the house or go to bed.
- Leave lights on when you go out. If you are going to be away for a length of time, connect some lamps to automatic timers to turn them on in the evening and off during the day.
- Keep your garage door closed and locked.
- Don't allow daily deliveries of mail, newspapers or flyers to build up while you are away. Arrange with the Post Office to hold your mail, or arrange for a friend or neighbor to take them regularly.
- Arrange for your lawn to be mowed if you are going away for an extended time.
- Check your locks on doors and windows and replace them with secure devices as necessary.
- Pushbutton locks on doorknobs are easy for burglars to open. Install deadbolt locks on all your exterior doors.
- Sliding glass doors are vulnerable. Special locks are available for better security.
- Certain windows may need better locks. Check with a locksmith or hardware store for alternatives.

Don't Tempt a Thief:

- Lawn mowers, barbecues, bicycles and tools are best stored out of sight.
- Always lock your garden sheds and garages.
- Use curtains on garage and basement windows.
- Never leave notes on your door such as "Gone shopping."

Locks...Get the Best:

- Change locks immediately if your keys are lost or stolen.

- When moving into a new home, have all locks on exterior doors changed.
- No lock, regardless of its quality, can be 100% effective. Ask a locksmith for advice on your situation.

Targeting the Outside:

- Have adequate exterior lighting. A motion-sensitive light is recommended for backyards.
- Trim trees and shrubs so that they cannot be used as hiding places for intruders.
- Make sure your door hinges are on the inside.

Other Precautions You Should Take:

- Never leave keys under doormats, flowerpots, mailboxes or other "secret" hiding places - burglars know where to look for hidden keys.
- Keep a detailed inventory of your valuable possessions, including a description of the items, date of purchase, original value, and serial numbers, and keep a copy in a safe place away from home. This is a good precaution in case of fires or other disasters. Make a photographic or video record of valuable objects, heirlooms and antiques. Your insurance company can provide assistance in making and keeping your inventory.
- Be a good neighbor. If you notice anything suspicious in your neighborhood, call 311 or from a cell phone 408-277-8900.
- Mark your valuables with your driver's license number with an engraver. Marked items are harder for a burglar to dispose of and easier for police to recover.
- Form a Neighborhood Watch Group. We can help you work with your neighbors to improve security and reduce risk of burglary.
- Consider installing a home alarm system.

Vehicle Burglaries - Tips on how to avoid car break-ins:

- Do not leave valuables in plain view: wallets, purses, laptops, GPS devices, cell phones, and other electronic devices, money (change) or daily necessities such as water bottles, clothing, etc.
- Do not leave windows or the sunroof open.
- Do not leave doors unlocked.
- Do not leave keys in the vehicle.
- Do not leave the garage door opener in plain view.
- Do not leave out items with personal information.
- Do not move valuable items to the trunk while in public view.
- Slow down and use common sense before you leave your car.