

RENTAL AGREEMENT

1. **PARTIES AND DATE.** This Rental Agreement ("Agreement") is made this Jul 2, 2020, between El Real, LLC ("Lessor"), and **Shannon Jensen, Marcus Butler**

Use and occupancy of premises. Resident shall use the premises only as a private residence. The premises will be occupied only by:

Name(s): **Shannon Jensen, Marcus Butler**

2. **PREMISES.** Lessor agrees to let, and Resident agrees to rent, those premises described as a residential unit **B** _____ with an address of 3970 Crown Point Drive, San Diego, CA 92109, California ("Premises").
3. **TERM.** The above-described Premises are to be occupied by Resident for either: (check one only)
- A. A term commencing on the Jul 15, 2020, and ending on the Jul 14, 2021.
- B. A month-to-month term commencing on the _____, which may be terminated by either party, by giving written notice to the other at least 30 days prior to the intended termination date.

Lessor has no liability to Resident if Lessor cannot deliver the Premises to Resident due to the holding over of the present Resident.

4. **RENT.** Rent shall be paid in advance at the rate of \$2,600.00 per month, on or before the first (1st) day of each calendar month for which rent is payable and shall be delinquent if not paid by the end of business on the third (3rd) day of such month. Rent shall be paid by personal check, money order or certified funds. Rent payments shall be made to Lessor at the manager's office to the current Resident Manager at (address) 1754 Diamond St. #21 San Diego, CA 92109 (phone) 8587201371 (office days/ hour) 9am-5pm or to such other place, as Lessor shall designate from time to time in writing. If there is no Resident Manager, rental payments shall be made to Lessor c/o Capital Growth Properties, Inc., 10951 Sorrento Valley Road, #2A, San Diego, CA 92121 (858) 454-8857 Monday – Friday 8:00 AM – 5:00 PM. Rent payments shall be made without offset or deductions of any kind, except as specifically allowed by law and without demand. Prior to taking possession of the Premises and as a condition of taking possession, Resident shall pay the rent for one full month. If the term of this Agreement does not begin on the first day of a calendar month, or end on the last day of a calendar month, the rent for the first month and/or last month shall be prorated by dividing the full months' rent by 30 days and then multiplying the daily rate by the actual number of days of the partial month for which rent is due.

All rent and other sums due from Resident shall be paid in one monthly check rather than multiple checks. All monthly payments shall be made at a single time each month. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof. If the Premises are rented by more than one Resident, it is understood by and between all parties that performance under this Agreement including, but not limited to payment of rent, shall be the joint and several responsibility of each Resident, and any breach or abandonment of this Agreement by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident or Residents from fulfilling the terms of this Agreement.

5. **LATE PAYMENT AND DISHONORED FEES.** Resident acknowledges that late payment by Resident to the Lessor of rent and other sums due under this Agreement will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Rent is due on the first day of each month and is delinquent on the third (3rd) day. If rent is not received by the Lessor by end of business on the third (3rd) day of the month, Resident agrees to pay by money order or cashier's check a late payment fee of 5% of the unpaid balance, in addition to the rent due. Also, if Resident's check is dishonored and returned, resident shall pay to Lessor in cashier's check or money order the amount of rent due, any late fee and a service fee of \$35.00 for the dishonored check immediately upon notification to Resident that such check has been returned. The receipt of a check by Lessor shall not be considered payment to Lessor if the check is dishonored or not paid for any reason. If Resident's checks are dishonored twice, Lessor will require that all future rent be paid by certified check or money order or cashier's check.

Initials SJ MB

6. **SECURITY DEPOSIT.** Prior to taking possession of the Premises and as a condition to taking possession, Resident shall pay a security deposit in the amount of **\$700.00**. This deposit shall be held by Lessor as security for the faithful performance by Resident of the terms and conditions of this Agreement, including, **but not limited to**, the payment of rent and other sums payable by Resident, and for any cleaning, carpet cleaning, painting, repair and/or replacement of Lessor's personal property and repairing required to put the Premises in the same condition as when received by Resident, reasonable wear and tear excepted. This deposit shall be held by Lessor subject to California Civil Code Section 1950.5, and any amounts remaining shall be returned to Resident within the maximum period of time required by law after Resident returns possession of the Premises to Lessor. Resident has the right to request an initial inspection of the Premises to occur no earlier than two weeks before termination of the tenancy. If requested, Landlord will inspect the Premises and provide Resident with a list of repairs to be made at the Resident's expense. The purpose of this inspection is to allow the Resident the opportunity to identify and correct any deficiencies in the Premises in order to avoid security deposit deductions. Resident has the right to be present during that inspection.
- Resident agrees that upon termination of this Agreement or upon any other vacating of the Premises by Resident, the Premises must be left in same condition, except for normal wear and tear, as it was at the time of initial occupancy by Resident. In the event that upon such termination or vacating the Premises are not in the same condition of cleanliness, repair and order as upon commencement of this Agreement, reasonable wear resulting solely from passage of time excepted, Resident expressly agrees that Lessor shall perform all cleaning, maintenance and repair which may be reasonably required to restore the Premises to such condition, such work to be done and security deposit used to pay cost if such deposit (after deduction of all other appropriate sums as provided for in this Agreement) is sufficient to cover such costs. If the deposit is not sufficient, then such costs shall be billed to Resident and Resident shall pay said sum immediately upon receipt of the statement, therefore.
 - Resident acknowledges that upon termination of this Agreement or the vacating of the Premises by Resident, Resident shall return all keys to the Premises to Lessor and that if Resident shall fail to do so, Lessor may deduct the cost of replacement from the security deposit to reimburse Lessor for the cost of replacing such keys and locks.
 - Resident shall not be entitled to receive any interest or profit on the security deposit and Resident understands that Lessor may commingle any deposit with any other assets or retain any earnings, which Lessor may derive therefrom.
 - Resident has examined and accepted the Premises. Lessor shall, at the time of occupancy of the Premises or within 72 hours thereafter itemize a separate list submitted to Resident for his\her safekeeping, which itemization shall be initialed by Lessor and Resident, all damages to the Premises existing at the time of occupancy by Resident; and such record shall be deemed correct unless Resident objects thereto in writing within five (5) days after receipt of such itemization.
 - Defects and damages not reported at the time of occupancy to Lessor shall be presumed to have first occurred during Resident's occupancy of the Premises. Resident shall use reasonable diligence in care of the Premises. All alterations, additions and improvements made to the Premises shall be at Resident's sole cost and expense, shall only be made upon the prior written consent of Lessor, shall become the property of Lessor and shall be surrendered with the Premises at the expiration or termination of this Agreement. Resident will not remove Lessor's fixtures, appliances, furniture, and/or furnishings from the Premises for any purpose nor add any appliances with out Lessor's advance approval. Any costs incurred to return the Premises to original acceptable condition shall be charged back to Resident even if Resident had prior written permission from Lessor to modify the Premises.
7. **RESIDENT INFORMATION.** Resident has supplied information to Lessor by means of a rental application or similar instrument, and Resident therefore covenants that all such information was given voluntarily and knowingly by Resident, and, if such information proves to be false or misleading, Lessor shall have the right to terminate this Agreement, in which event Resident shall immediately surrender the Premises.
8. **UTILITIES.** Resident agrees to pay for all utilities commencing at the time of occupancy, furnished to the Premises, including any deposits required, except those which are noted as Lessor responsibility below. If Resident fails to pay all utility charges assessed by utility companies in connection with the use of utility services for which Resident has herein agreed to pay, and Lessor is assessed by the utility company for these utility services, then Lessor may pay these utility assessments to such utility company and require from Resident reimbursement of payment to utility company to Lessor upon demand. Failure to reimburse Lessor will result in subtraction of a like amount from Resident's Security Deposit.

a. **Lessor is responsible for the following utilities:**

Water Sewer Trash/Recycling Electric Gas Phone Cable Data

b. **Resident is responsible for the following utilities:**

Water Sewer Trash/Recycling Electric Gas Phone Cable Data

Initials *JS* *MB* _____

Lessor shall in no event be liable for any interruption or failure of utility services required to be furnished by Lessor to the Premises or any damages directly or proximately caused thereby, the only obligation of Lessor being reasonable diligence in its efforts to restore such services.

9. **HOUSE RULES - CONDUCT OF RESIDENT.** Resident agrees to obey any and all house rules ("House Rules") now in effect, including community policies, parking, and pool rules, the terms of which are hereby incorporated into this Agreement by reference, and any rules put into effect hereafter by Lessor from time to time. Resident shall not permit the Premises to become unclean or disorderly and shall not cause the Common Area of the community to become dirty or disorderly. All Vehicles must be licensed, registered, and insured (meet California Department of Motor Vehicle requirements) and be in operating condition to be parked in the parking areas. If a vehicle becomes inoperable, resident shall have 72 hours to make necessary repairs. Vehicles may not commit waste in the parking areas. No vehicles repairs are to be performed on the premises and car washing is not permitted. Parking of recreational vehicles are not permitted. Resident shall not annoy, harass, endanger, or inconvenience any other resident, commit waste, create a nuisance, or disturb the peace or tranquility of any other resident. Resident shall not cause or permit the operation of any loud broadcasting or amplification equipment at any time on the Premises. Resident is responsible for the actions of Resident's Occupants, guests and invitees, and a breach of any of the terms and conditions of this Agreement by such guest or invitee shall be deemed a breach by Resident. Resident shall not cause or permit the emission from the Premises of any objectionable sound, smell, radiation, or sight. In the event of any water penetration of the Premises, Resident shall promptly notify Lessor. Resident shall use all reasonable care to cause all windows and other openings in the Premises to be closed in the event of rain. Resident shall immediately notify Lessor of inoperable door locks, window locks or smoke alarm/detector. Resident is required to maintain smoke alarm/detector. Light bulbs in the interior of the resident's unit and plumbing blockages not caused by the main line are the residents' responsibility.
10. **PETS.** Pets of any kind are prohibited on the Premises unless approved in writing, in advance, by Lessor.
11. **NO UNLAWFUL USE.** Resident shall not conduct any activity on the Premises or anywhere in the common area that is in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur.
12. **OCCUPANCY, SUBLET, AND ASSIGNMENT.** Any assignment or subletting in violation of this Section shall be void and a breach of this Agreement. Any proposed assignments or subletting of Premises requires prior written permission from the Lessor. You may not advertise the Residence on Airbnb, Couchsurfing, Craigslist, or any other advertisement or listing service.
13. **INDEMNITY.** Resident shall hold Lessor, Lessor's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Lessor Affiliates"), harmless and free from liability, loss, and expense for loss or damage to property, and injury or death to persons, caused by the acts or negligence of Resident or his/her guests or invitees or occurring on the Premises or the common area, except to the extent caused by the acts of the Lessor, its agents, or employees. Resident assumes full responsibility for any and all property of resident or third persons under Resident's control placed, stored or located on the Premises, including garages, carports, storage closets, or elsewhere in or around the Premises. Lessor and Lessor's employees and agents are not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Resident shall promptly notify Lessor of any illegal or criminal activity in the community of which Resident has knowledge. Resident understands that Lessor may retain personnel or service, which is available for lockouts, disturbances, fire lane violations, problems with outdoor lighting and problems of that type. Resident agrees and understands that any measure Lessor has taken in this regard is neither a police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Resident. Resident understands and agrees that Lessor may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Resident understands and agrees that Lessor has no obligation or liability for the acts of omissions, whether negligent or otherwise, of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Resident recognizes that Lessor and its legal representatives do not guarantee, warrant, or assure Resident's personal security and are limited in their ability to provide protection. Resident understands that there is not a guarantee that there will be no criminal acts or that Resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that his personal safety and security is his/her personal responsibility.

Lessor **REQUIRES** that Resident obtain personal Renter's Insurance to cover any personal property damage(s) and general liability issues which may occur. Lessor and Capital Growth Properties, Inc. **must** be named as Additional Interest with evidence of such provided to the managing agent on or before the move in date or at the time of the lease renewal with active policy coverage during residency. If Renter's Insurance is insufficient to cover the amount of property damage (including water damage), Resident(s) remains obligated for 100% of the loss amount. **A minimum \$100,000 general liability coverage is required.** We strongly recommend that you purchase a renter's insurance policy to protect yourself against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.

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14. **ENVIRONMENTAL INDEMNIFICATION.** To the fullest extent allowed by law, Resident acknowledges that certain materials containing potentially health-affecting substances may exist in the Premises. As additional consideration for Lessor's entering in this Agreement, Resident, for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Premises of any and all health affecting substances, (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Lessor, Lessor's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Lessor Affiliates") with respect to any health hazard occurring in connection with the presence of the Apartment Community of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Lessor Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys' fees at both the trial and appellate levels, that any or all of the Lessor Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Premises Resident or any guest or other person living in, occupying, using or residing in the Premises.
15. **ABANDONMENT.** If Lessor reasonably believes Resident has abandoned the Premises, Lessor may establish abandonment and terminate the tenancy, pursuant to California Civil Code Section 1951.3. If personal property is found on the Premises after the tenancy is terminated or abandoned, Lessor may dispose of such property pursuant to California Civil Code Section 1980, et seq.
16. **DESTRUCTION.** If there is a partial destruction of the Premises from fire, casualty, or other cause, but the Premises remain habitable, then Lessor shall elect to either: (I) repair the damage within sixty (60) days; or (ii) terminate this Agreement and shall notify Resident of such election in writing within fourteen (14) days after such destruction occurs. If Lessor elects to repair the damage, then: (I) if such partial destruction was caused by an act of Resident or a guest or invitee of Resident, repairs shall be made by Lessor at Residents' expense with no deduction in rent; or (ii) if such partial destruction was not caused by an act of Resident or a guest or invitee of resident, the partial destruction shall not terminate this Agreement, but Resident shall be entitled to a proportionate reduction of rent while such repairs are being made, based on the extent to which damage to the Premises and the making of repairs actually interferes with the normal use and occupancy of the Premises by Resident. If such repairs cannot be made within sixty (60) days, then either party may terminate this Agreement. In the event of a total destruction of the Premises, from whatever cause, or if the Premises are not habitable, this Agreement shall terminate. Lessor **REQUIRES** that resident secure property and liability insurance to protect him\herself against losses occasioned during the term hereof.
17. **CONDEMNATION.** If any part of the Premises or the building in which the Premises are located shall be taken or condemned for a public or quasi-public use, then this Agreement shall terminate as of the date title shall vest in the condemnor.
18. **ENTRY BY LESSOR.** Lessor and its agents and employees shall have the right to enter the Premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors and/or carbon monoxide detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Residents, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident has abandoned or surrendered the Premises and pursuant to court order. Lessor will serve Resident with written notice before entry unless:
- Entry is due to an emergency, surrender or abandonment of the unit, or
 - Resident and Lessor agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
 - Resident is present and consents to entry at the time of entry, or
 - To exhibit the unit to prospective or actual purchasers of the property, provided that Lessor has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
19. **SUBORDINATION TO ENCUMBRANCES.** This agreement shall be automatically subordinated to any voluntary lien or encumbrance placed on the property of which the Premises form a part by the Lessor of such property.
20. **LIENS OR SALES.** Lessor may encumber the Premises by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Resident herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Resident.

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21. **ESTOPPEL CERTIFICATES.** Resident shall at any time during the term of this Agreement, within three (3) days of written notice from Lessor, execute and deliver to Lessor a statement in writing certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Resident's statement shall include other details requested by Lessor. Any such statement may be relied upon exclusively by any prospective purchaser or encumbrancer of the Premises. Resident's failure to deliver such statements within such time shall be conclusive proof upon the Resident that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Lessor, and that there are no uncured defaults in Lessor's performance.
22. **TERMINATION.** If the term is month-to-month, the tenancy of Resident may be terminated by Lessor or Resident by the giving of written notice to the other party of the intention to terminate the tenancy at least thirty (30) days prior to the date of termination pursuant to California Civil Code Section 1946. Rent is payable by Resident to Lessor for the entire period prior to the date of termination, whether or not Resident vacates the Premises prior to the end of the period.
23. **DEFAULT BY RESIDENT.** Resident's performance of each of Resident's obligations under this Agreement is a condition as well as a covenant. Resident's right to continue in possession of the leased Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Resident shall be in material default under the Agreement including, but not limited to the following circumstances; (a) If Resident abandons or vacates the Premises, (b) If Resident fails to pay rent or any other charge required to be paid by Resident, (c) If Resident fails to perform any of Resident's non-monetary obligations under this Agreement, or (d) Resident has supplied any false or misleading information on a rental application or similar instrument.
24. **REMEDIES.** On the occurrence of any such material default by Resident, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have: (a) Terminate Resident's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Resident shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall have the immediate right to re-enter and remove all persons and property in accordance with California law; and Lessor shall be entitled to recover from Resident all damages incurred by Lessor by reason of Resident's default, including (i) the worth at the time of the award of all rent, and other charges which were earned or were payable at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been earned or were payable after termination until time of the award exceeds the amount of such rental loss that Resident proves could have been reasonably avoided; (iii) the worth of the time of the award of the amount by which the unpaid rent, and other charges which would have been payable for the balance of the term after the time of award exceeds the amount of such rental loss that Resident proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Resident's failure to perform its obligations under the Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor's reasonable attorney's fees incurred in connection therewith.
25. **EMINENT DOMAIN.** If the Agreement Premises, or the building in which it is located, or any part thereof, shall be taken under the power of eminent domain, or sold under threat of exercise of such power, this Agreement may be terminated by either party. Lessor shall be entitled to the full award in the event of any such taking or sale.
26. **WATERBEDS.** No waterbed or similar water-filled device to include fish tanks may be placed in or about the Premises without prior written consent of Lessor. Such consent is granted by Lessor if the Resident complies with Civil Code Section 1940.5 which requires that the waterbed or device must be fully lined, installed, maintained and removed according to manufacturer recommendations, and the Resident agrees to maintain at all times adequate insurance insuring the Premises against damage from water, for no less than \$100,000.00 of coverage. Resident is to provide Lessor with a certificate of such insurance naming Lessor as an additional insured and providing Lessor with ten (10) days prior written notice of cancellation or modification of such policy.
27. **COMMON AREA.** Resident shall not install any antenna or other communication devices on the exterior of the Premises nor in the Common Area unless otherwise permitted by law. Resident shall use the common area of the building in which the Premises are located only for the purposes of ingress and egress and not cause any obstruction to any passageway, sidewalk, stair or hallway. Resident acknowledges that Resident is entitled under the terms of this Agreement to use any laundry facility, recreational facility, or other facility outside the Premises and such use shall be gratuitous. Resident expressly represents that if the use of such facilities are made available to Resident, Resident shall not rely on Lessor or its agents to any extent whatsoever to protect Resident, or the licensees or invitees of Resident, from any personal injury or from any loss of personal property by theft or otherwise and Resident further presents that Resident shall exercise and cause his licensees and invitees to exercise care in and about such facilities to protect against any such injury and loss. To the extent allowed by law, Resident agrees to assume all risk of harm, and waive all claims against Landlord and Landlord's affiliates, employees and agents, resulting from use of common area amenities, even if caused by the negligence of Landlord and Landlord's affiliates, employees and agents. To the extent allowed by law, use of the common area amenities is at the sole risk of Resident, Occupants, Resident's guests and agents. Neither Lessor nor its agents shall be liable for any personal injury or injury to personal property or loss by theft or otherwise which may result from Resident's or Resident's invitees' or licensees', improper or negligent use or intentional misuse of the Agreement Premises or any facility made available to Resident by Lessor.

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28. SATELLITE DISHES. Lessor will permit Resident to install a satellite dish for personal, private use on the Premises under the following conditions:

- The satellite dish must be one meter or less in diameter;
- The satellite dish may only be installed on the inside balcony, patio or terrace that is under the exclusive control of Resident. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing. Allowable locations may not provide an optimum signal or any signal at all;
- Resident is specifically prohibited from making physical modifications to the Premises and is prohibited from installing said satellite dish in the common areas of the Premises, including but not limited to, outside walls, roofs, window sills, common balconies or stairways;
- Resident shall not install said satellite dish in a manner which causes physical or structural damage to the Premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls;
- Resident shall install, maintain and remove said satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance or removal of said satellite dish.
- Resident shall indemnify, defend and hold Lessor harmless for any damage or injury resulting from said negligence, including paying Lessor's attorney's fees and costs.

29. NOTICES. Any notice or document, required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Resident at the Premises, and a second copy affixed in a conspicuous place on the Premises, and to Lessor, **by certified mail, return receipt**, C/O Capital Growth Properties, 10951 Sorrento Valley Road, #2A, San Diego, CA 92121 (or at such other address or addresses as Lessor may at any time or from time to time designate to Resident). Personal delivery of any such notice by Lessor to Resident shall also be deemed effective delivery hereunder. Capital Growth Properties is authorized to accept notices, demands and service of process on behalf of Lessor.

30. MISCELLANEOUS. Time is of the essence of this Agreement and of each provision of this Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Lessor by this Agreement, or by law, are cumulative, and no one of them is exclusive of another. No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Lessor. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. Each Resident states that he or she is of legal age to enter into a binding Agreement for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Premises are located.

31. ENTIRE AGREEMENT. There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Resident and Lessor, its agents, or employees that extend, limit, or in any way modify the terms, covenants, and conditions of this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

32. SUCCESSORS. The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of Lessor and Resident and their respective heirs, executors, administrator, personal representatives, successors and assigns.

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

34. WAIVER. No waiver by Lessor of the breach of any covenant, condition or term of this Agreement shall be construed as a waiver of any preceding or succeeding breach nor shall the acceptance of rent during any period in which Resident is in default be deemed to be a waiver of such default.

35. APPLICABLE LAW. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Although the printed provisions of this Agreement were drawn by Lessor, this Agreement shall not be construed either for or against Lessor or Resident, by virtue of this or any other fact, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result and implement the intent of the parties.

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36. ATTORNEY'S FEES. In the event that Lessor is required to engage legal counsel to enforce any provision of the Agreement, Resident shall pay, as additional rent, all attorney's fees, court costs and expense reasonably incurred thereby, including preparation and service of notices of default and for attorney consultation therewith, whether or not a legal action is subsequently commenced in connection with such default. In the event of any legal action of proceeding between the parties, the ultimately prevailing party shall be entitled to reasonable attorney's fees and expenses as part of the judgment resulting therefrom. The parties agree that any attorney's fees to be awarded in any single action shall not exceed \$1000 to the prevailing party or as specifically authorized by statute. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedures or the California Rules of Court.


37. REGISTERED SEX OFFENDERS NOTICE. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. 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.


38. CREDIT REPORTING. Pursuant to Civil Code Section 1785.26, Resident is hereby notified that a negative credit report reflecting on Residents credit record may be submitted in the future to a credit reporting agency if Resident fails to fulfill the terms of their rental/credit obligations or if Resident defaults in those obligations in any way.

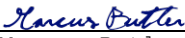
39. FIRE ARMS SAFETY. Store your gun safely and securely to prevent unauthorized use. Guns and ammunition should be stored separately. When the gun is not in your hands, you must still think of safety. Use a California-approved firearms safety device on the gun, such as a trigger lock or cable lock, so it cannot be fired. Store it unloaded in a locked container, such as a California-approved lock box or a gun safe. Store your gun in a different location than the ammunition. For maximum safety you should use both a locking device and a storage container. For additional information on safety regulations and/or proper storage, please visit <http://oag.ca.gov>

ADDENDA. This lease and the addenda indicated below constitute the entire agreement between the parties, and which supersedes and merges all prior and contemporaneous negotiations, agreements, promises and representations. Addenda: California Proposition 65, Acknowledgement of Pest Control Notice, Mold, Bed Bugs, Safe Streets, and Open Flame and Cooking Device.

I have read, understand, and agree to all terms contained in this 7 (seven) page Agreement. All Residents 18 years of age or older are required to sign and execute this Agreement.


 Griffon Hooper
 Lessor/Agent
 Jul 6, 2020
 Date


 Shannon Jensen
 Resident
 Jul 5, 2020
 Date


 Marcus Butler
 Resident
 Jul 6, 2020
 Date

 Resident
 Date

 Resident
 Date

 Resident
 Date

CAPITAL GROWTH PROPERTIES, INC. IS PROUD TO BE AN EQUAL OPPORTUNITY HOUSING PROVIDER.

The following Addenda is made part of the Rental Agreement dated Jul 2, 2020, between Shannon Jensen, Marcus Butler, ("Resident") and El Real, LLC ("Lessor") of real property (the "Premises") known as: 3970 Crown Point Drive, San Diego, CA 92109, Apartment Number B

CALIFORNIA'S PROPOSITION 65 PAMPHLET

Certification of Receipt

The following parties hereby agree and acknowledge that the California's Proposition 65 Warning Pamphlet was given by the Lessor/Agent and received by the Resident(s)

Initials SJ MB

ACKNOWLEDGMENT OF PEST CONTROL NOTICE

California law requires that a Lessor/Agent of a residential dwelling unit provide each new Resident a copy of the notice provided by a registered pest control company if a contract for a 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 Acknowledgement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing and the referenced attachment and have received a duplicate original.

Initials SJ MB

MOLD

Resident is hereby notified that the Premises are subject to the infestation of mold or mildew if not properly maintained. When moldy materials are damaged or disturbed, mold organisms and associated products are released into the air. Some molds produce toxic chemicals, which may contaminate the Premises' air space and exposure to spores, can occur through inhalation or direct contact.

The parties hereby acknowledge that routine visual inspections for mold growth or signs of water damage and wetness as well as locating sources of mold odors by smell are the most reliable methods for identifying the presence of mold or mildew. Further, it is acknowledged that early detection and remediation may greatly reduce the extent of damage caused to the Premises and the potential for personal injury through exposure to spores.

The parties agree to cooperate with each other to maintain the Premises in a manner designed to prevent the occurrence of an infestation of mold or mildew in the Premises. Lessor will respond to Resident's written notice of defect within a reasonable time from receipt. Resident is in possession of the Premises and therefore agrees to comply with the following list of responsibilities:

1. Resident shall take all reasonable measures to control the moisture level of the interior of the Premises by immediately reporting any water intrusion, such as plumbing leaks, drips or "sweating" pipes.
2. Resident shall immediately report to Lessor if significant mold growth is noted on surfaces inside the Premises. Most mold can be cleaned by using water and detergent or bleach and drying the surface completely afterwards.
3. Resident shall clean and dry any damp or wet building materials and/or personal property within 24 to 48 hours.
4. Resident acknowledges that the control of air circulation and temperature is crucial to avoiding mold and mildew. Resident will ensure that there is adequate circulation within the Premises to prevent mold infestation. This may require using fans, heating and/or air conditioning units, and opening doors and windows when appropriate and safe to increase air circulation.

5. Resident shall use bathroom fans and open bathroom windows to exhaust excess moisture while showering or bathing and immediately report to Lessor any non-working fan or inoperable windows
6. Resident shall use exhaust fans and/or open windows whenever cooking, dishwashing or performing cleaning operations involving moisture such as mopping hard surface floors.
7. Laundry equipment, aquariums and water-filled furniture are prohibited without prior written permission of Lessor and payment of additional security deposit. If permitted, washers and dryers must be properly hooked up and vented. Aquariums must not be overfilled and must be properly stabilized. Water-filled furniture must be professionally manufactured and set up according to manufacturer's standards. Standing water from any source, including, but not limited to aquariums, buckets, sinks and tubs can evaporate into the air. Resident shall make sure there is enough air circulation to dissipate said moisture.
8. Resident shall use all reasonable care to operate all windows and other openings in the Premises in such manner as to prevent outdoor water from penetrating into the interior of the unit.
9. Resident shall conduct a visual inspection of the Premises for the presence of mold growth inside the Premises at least once per month, including but not limited to:
 - a. Window frames;
 - b. Carpets;
 - c. Any currently or formerly damp material made of cellulose (such as ceiling tiles and wallpaper);
 - d. All indoor plants; and
 - e. Personal property such as books, papers, newspapers, furniture, clothing and shoes.
10. Resident agrees to not bring any personal property into the unit that may contain mold, especially "soft possessions" such as sofas, mattresses, and pillows.
11. To the extent that claims are made against Lessor arising out of or based upon any potentially health affecting substances that are brought, or allowed to be brought, into the Premises, or caused to infest the Premises as a result of the negligence of Resident (or any guest or other person living in, occupying, using or residing in the Premises), Resident hereby agrees to defend, indemnify and hold harmless Lessor against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatever kind, including, but not limited to, attorneys' fees at both the trial and appellate levels, that Lessor may at any time sustain or incur.
12. In the event Lessor has knowledge of the presence of mold, or reasonably believes that there may be mold inside the Premises, Resident agrees, upon demand of Lessor, to temporarily vacate the Premises for a reasonable period, to allow for mold investigation and remediation, to control water intrusion, or to allow other repairs to Premises. Resident agrees to comply with all instructions and requirements necessary to prepare Premises to control water intrusion, mold growth, or other work or to accommodate mold investigation and remediation.
13. Resident's personal property is not covered by Lessor's insurance. Resident acknowledges that remediation may include storage, cleaning, removal, or replacement, at Resident's expense, of contaminated or potentially contaminated personal property. Lessor recommends that resident obtain "renter's insurance" within one month of this agreement, in an amount sufficient to replace all of resident's personal property which may be affected by mold. Written proof of insurance should be provided to Lessor within that time and annually thereafter.

Initials *JS* *RE* _____

BED BUGS AND PEST ADDENDUM

1. "Pests" include (but are not limited to) ants, bed bugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects.
2. **Landlord Inspection.** Landlord has inspected the Premises and is unaware of any pests in the Premises. At move-in, Resident will complete and sign a Move-In/Move-Out Statement documenting the Premises' condition. If Resident fails to report defects in the Move-In/Move-Out Statement, it will be presumed that the Premises have been delivered in good condition and free of pests.

3. (**X**) (If checked) **Regular Pest Control Service.** Landlord has contracted with a registered structural pest control company to provide pest control services to the Premises periodically. Resident acknowledges receiving a written notice regarding pesticides used on the Premises. The products used by the pest control company are meant to control the following type(s) of pest(s): **General Pests** _____ . The frequency of the pesticide treatment is: **monthly** _____

4. **Resident Responsibilities and Cooperation.** Resident agrees to cooperate with Landlord's pest control efforts by:
- Keeping the Premises clean and uncluttered;
 - Promptly advising Landlord of any pest infestations or pest control needs;
 - Refraining from bringing bed bugs and other pests into the Premises, and inspecting all luggage, bedding, clothing, and personal property for bed bugs and other pests before move-in, returning home after traveling and/or bringing new items to the Premises. You will allow us to do the same upon request. If we have a concern about possible infestation, we may (but will not be obligated to) either prohibit you from bringing the item into the Premises or require you to have the item professionally treated at your expense before the item is brought into the Premises.
 - Providing Landlord with access to Premises for Landlord's pest control assessments and pest control treatment;
 - Cooperating with inspections to facilitate detection and treatment of pests, including providing requested information that is necessary to facilitate the detection and treatment of pests.
 - Preparing the Premises for pest control treatment and/or vacating the Premises when necessary in connection with Landlord's pest control efforts. Resident will comply with all instructions necessary to prepare the Premises for fumigation, testing/inspection or repair. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident's responsibility and at Resident's expense unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware;
 - Upon request by Landlord, promptly providing Landlord with copies of all records, documents, sampling data and other materials relating to the condition of the Premises.
5. **If Resident is Required to Vacate for Treatment.** If requested by Landlord, Resident agrees to temporarily vacate the Premises for fumigation, Premises testing/inspection, or repairs. If Resident is required to vacate the Premises for treatment, Landlord may (but will not be required to) waive rent due for the period of Resident's vacancy on a per diem basis. Alternatively, Landlord may choose substitute another unit for the Premises during the treatment period. Resident will be entitled to neither unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Resident will bear the expense of moving Resident and his or her property to the substitute unit unless otherwise agreed by Landlord or otherwise provided by law. If Resident relocates, upon written notice of completion of the pest control measures requiring relocation, Resident will promptly return and reoccupy Resident's original unit (the Premises) and vacate the replacement unit.

6. Bed bugs

A. Information about Bed Bugs.

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ 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 $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

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

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

Please report suspected bed bug infestations to us by contacting () the leasing office at _____ address and phone number or (X) the property manager at **1754 Diamond St. #21 San Diego, CA 92109 8582701371** address and phone number.

- B. Growing Problem. In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.
 - C. Inspection Before Bringing Items to Premises. To prevent bed bug infestations, Resident agrees that before move-in and/or bringing new items to the Premises, Resident will inspect all luggage, bedding, clothing, and personal property and to carefully scrutinize and consider the history of any used furniture before bringing it to the Premises. (Resident should be mindful that furniture found discarded in or around dumpsters or elsewhere may have been discarded because of a bed bug infestation). Resident will allow Landlord to do the same upon request. If Landlord has a concern about possible infestation, Landlord may (but will not be obligated to) either prohibit Resident from bringing the item into the Premises and building or, require Resident to have the item treated at Resident's expense before the item is brought into the Premises or building.
 - D. Resident Notification to Landlord of Infestation. Resident will immediately notify Landlord of any condition in the Premises indicating a bed bug infestation, such as itchy welts on Resident's skin; bed bugs (whether alive or dead); blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed; or a sweet odor.
 - E. Bed Bug Treatment. Bed bug treatment is challenging. It requires Resident's cooperation, professional treatments over several weeks, and will require treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bed bug extermination, and because of the risk that bed bugs could spread into other units, Resident agrees that if bed bugs are found, Resident will immediately contact Landlord, and will not attempt to personally exterminate bed bugs without professional assistance.
7. **Breach of Pest Control Obligations is a Material Breach.** Because pests may pose a risk to the health and safety of other residents, Resident's breach of this Addendum is a material breach of the Lease.
8. **Resident Obligation to Indemnify for Failure to Comply.** Resident agrees to indemnify and hold Landlord harmless from any claims, losses, damages and expenses that Landlord incurs from the negligence of Resident or Resident's household members, guests or agents, or their failure to comply with this Addendum.
9. **Resident Information.** Unless the box below is checked, Resident represents and warrants to Landlord that Resident's current residence, furniture, clothing and personal property are currently free from pests.

() (If checked) Resident experienced a pest infestation in Resident's current residence, furniture, clothing or personal property as described here: _____ . The infestation:

- () Has not been professionally treated.
- () Has been professionally treated by a licensed pest control professional, and Resident's current residence, furniture, clothing and personal property is free of pests. Resident agrees to cooperate with Landlord's efforts to confirm this information and will provide documentation regarding the pest control treatment and will allow Landlord to inspect Resident's furniture, clothing and personal property (if Landlord chooses to inspect, but Landlord will have no obligation to do so) to confirm the absence of pests.

Initials *JS* *MB* _____

SAFE STREETS

1. **ILLEGAL DRUGS:** Resident hereby agrees to keep the Premises free of illegal drugs during the term of Resident's tenancy. Resident agrees that illegal drugs will not be used, stored, manufactured, or kept on the Premises by the Resident, any household member residing on the Premises, or any guest, or invitee during the term of the Agreement. Resident will use best efforts to keep the Premises "drug free" at all times.
2. **SUBSTANCE ABUSE:** Resident agrees that Resident, any household member residing on the Premises, any guest, or invitee shall not use controlled substances (including alcohol and prescription medications) in a matter that will either:
 - a) disturb the peace and quiet enjoyment of other Residents or neighbors to the Premises; or
 - b) endanger the health, safety, or wellbeing of Resident, any family member residing on the Premises, or any guest or invitee.
3. **ILLEGAL GANG ACTIVITY:** Resident agrees that Resident, any household member residing on the Premises, or any guest or invitee shall not be a member of an illegal gang, nor shall Resident, any household member or any guest or invitee engage in any gang related activity on the Premises during the term of this Agreement. For purposes of this Addendum, the term "illegal gang" refers to a group, or a member of a group, of people involved in organized illegal activity.
4. **RESIDENT AGREES THAT VIOLATION OF ANY OF THE ABOVE TERMS CONSTITUTES A NUISANCE AND IS GROUNDS FOR EVICTION AND/OR OTHER LEGAL ACTION BY THE LESSOR.**

Initials *JH* *MB* _____

OPEN FLAME & COOKING DEVICE

The purpose of this addendum is to provide information and guidelines regarding the use and storage of open-flame cooking devices and grills.

In accordance with the 2007 California Fire Code:

Section 308.31 Open-Flame Cooking Devices;

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

AND

Section 308.1.1 Liquefied-petroleum-gas-fueled Cooking Devices

LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (normal 1 pound (0.454 kg) LP-gas capacity) shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.

The Residents are responsible for any violation hereof, which shall be considered a material breach of the lease agreement. The restrictions contained hereunder are material obligations under the lease. For purposes of this section, any violations and/or fines received by the Lessor that have been assessed by the fire department shall be evidence that the resident has violated the foregoing restrictions. Any fines received from the fire department as a result of violation of these codes will be the responsibility of the resident.

Initials *JH* *MB* _____

I have read, understand, and agree to all terms contained in all addendums listed above. All Residents 18 years of age or older are required to sign and execute this Agreement.

Griffon Hooper Jul 6, 2020
Griffon Hooper Date
Lessor/Agent

Shannon Jensen Jul 5, 2020
Shannon Jensen Date
Resident

Marcus Butler Jul 6, 2020
Marcus Butler Date
Resident

Resident Date

Resident Date

Resident Date

Proposition 65 Fact Sheet for Tenants

Office of Environmental Health Hazard Assessment California Environmental
Protection Agency

This fact sheet was prepared by the Office of Environmental Health Hazard Assessment (OEHHA), which administers the Proposition 65 program. It provides information to tenants whose apartment managers and owners have posted or distributed Proposition 65 warnings.

What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of chemicals known to cause cancer, birth defects, or other reproductive harm. The list has grown to include over 800 chemicals since it was first published in 1987.

What chemicals are on the Proposition 65 list?

The Proposition 65 list contains two types of chemicals: *carcinogens*, which can cause cancer, and *reproductive toxicants*, which cause birth defects or other reproductive harm, such as sterility or miscarriages. Some chemicals may be additives or ingredients in pesticides, common household products, food, or drugs. Others may be industrial chemicals, dyes, or solvents used in dry cleaning, manufacturing, and construction. Still others may be byproducts of chemical processes; for example, motor vehicle exhaust.

What does a Proposition 65 warning mean?

Under Proposition 65, businesses are required to give a “clear and reasonable” warning before knowingly exposing anyone to a listed chemical above a specified level. This warning can be included on the label of a consumer product or published in a newspaper. An equally common practice is for businesses to provide a warning at the workplace or in a public area affected by the chemical.

Many apartment owners and managers have posted or distributed warnings to notify tenants that they may be exposed to one or more chemicals on the Proposition 65 list. For example, a warning may be given because tenants are exposed to chemicals in pesticides applied to landscaping or structures or chemicals in housing construction materials, such as lead in paint or asbestos in ceiling coatings.

A growing trend among rental property owners and other businesses is to provide warnings for chemicals on the list, such as tobacco smoke or motor vehicle exhaust, which are regularly released into the environment in or near rental housing. In some cases, however, owners and managers are providing warnings to avoid potential violations and lawsuits, even though exposure to chemicals on the Proposition 65 list has not been verified. You should discuss the warning with the owner or manager to learn why it was provided so that you and your family can make informed decisions about exposure to any of these chemicals and your health.

Is my family's health at risk from exposure to these chemicals?

Warnings must be provided for chemicals listed under Proposition 65 if exposure to them may present a significant risk of cancer or reproductive harm. For *carcinogens*, the chemical must be present at or above a level that could cause one additional case of cancer in a population of 100,000 people exposed to the chemical over a lifetime. For *reproductive toxicants*, the chemical must be present at or above 1/1000th of the level at which the chemical is determined to have no negative health risks (the "no-observable-effect level").

Proposition 65 generally does not prohibit a business from exposing people to listed chemicals nor does exposure to these chemicals necessarily create an immediate health risk. Also, as stated above, a warning may have been provided in some cases even though the level at which the chemical is present is actually too low to pose a significant health risk. It is important to find out why you have received the warning so that you can discover which chemicals you are exposed to, and at what levels, to determine how best to protect your family's health.

Where can I get more information?

Speak with the housing owner or manager directly to learn why you received a Proposition 65 warning. Property owners and managers are not required to notify OEHHA when they provide tenants with a warning. However, to obtain general information on the Proposition 65 list of chemicals, you may contact OEHHA at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65.html>. Following is a list of contacts for more information on Proposition 65 as well as chemicals that may be found in your home.

Type of Information	Contact
Proposition 65: Enforcement	California Attorney General (510) 873-6321, http://oag.ca.gov/prop65
Asbestos Indoor air quality	Indoor Exposure Assessment Unit, Air Resources Board (916) 322-8282, http://www.arb.ca.gov/html/fslist.htm
Lead	<ul style="list-style-type: none"> ○ Lead Coordinator in your county government office ○ Childhood Lead Poisoning Prevention Program (510) 620-5600, http://www.cdph.ca.gov/programs/CLPPB/Pages/default.aspx
Type of Information	Contact
Tenant issues	<ul style="list-style-type: none"> ○ Department of Consumer Affairs (800) 952-5210, http://www.dca.ca.gov/ ○ Department of Housing and Community Development (800) 952-5275, http://www.hcd.ca.gov/
Basis for Warning Signs	<ul style="list-style-type: none"> ○ California Apartment Association (800) 967-4222, http://www.caanet.org/

LLOYD PEST CONTROL

BAD BUGS 800-223-2847

Dear Customer:

Since 1931 Lloyd Pest Control has provided the finest and safest pest control programs in California. It is in this respect for our clientele that prompts us to inform you of legislation that has been passed by our state government.

Section 8538 of the Structural Pest Control Act requires that all pest control applicators within the state present you with the following statement, "Caution-Pesticides are toxic chemicals, Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risks depends upon the degree of exposure, so exposure should be minimized."

Anticoagulant rodenticides if swallowed may reduce the clotting ability of the blood and cause bleeding.

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control operator immediately."

For further information contact any of the following:

Lloyd Pest Control	(800) 223-2847
Poison Control System	(800) 876-4766
County Health Dept. (Health Questions):	
Los Angeles County	(213) 250-8055
Orange County	(714) 834-3155
Riverside County	(951) 358-5000
San Bernardino County	(800) 782-4264
San Diego County	(619) 692-8499
County Agriculture Commission (Application Information):	(
Los Angeles County	(626) 575-5471
Orange County	(714) 955-0100
Riverside County	(951) 955-3000
San Bernardino County	(909) 387-2105
San Diego County	(619) 694-8980
Structural Pest Control Board (Regulatory Information):	
2005 Evergreen Street, Suite 1500, Sacramento, CA 95815	(800) 737-8188

Lloyd Pest Control is happy to provide any information regarding your service. It is our goal to continue to achieve an extremely high level of pest control effectiveness while having minimal environmental impact.

The following is a list of possible chemicals that may be used on your property. The technician may choose one or more of these products and at the time of service he will leave a notice of which products he has applied in and around your structure

INSECT CONTROL CHEMICALS:

Advance: Dinotefuran
Advion: Indoxacarb
Advion Insect Granules: Indoxacarb
Alpine: Dinotefuran
Arilon: Indoxacarb
Avert: Abamectin
Bedlam: Sumithrin
Borid: Boric Acid Dust
CB-40: Pyrethrin & Piperonyl Butoxide
CB-80 Extra: Pyrethrin & Piperonyl Butoxide
Cykick: Cyfluthrin
Cyper WP: Cypermethrin
Demand EZ: Lambda-Cyhalothrin
Demon: Cypermethrin
Dagnet SFR: Permethrin
Drione: Silica Aerogel & Pyrethrin
EcoPCO WPX: 2-Phenethyl Propionate, Pyrethrin, Thyme Oil
Essentria Granules: Clove Oil, Thyme Oil, Wintergreen Oil
Fireback Bed Bug: Pyrethrin, Permethrin, Piperonyl Butoxide
Gentrol: (s)-Hydrorene
Kicker: Pyrethrin & Piperonyl Butoxide
Maxforce Ant Gel: Fipronil
Maxforce FC Magnum Gel: Fipronil

Maxforce FC Select: Fipronil
Maxforce Fly Spot Bait: Imidacloprid
Metaldehyde: Metaldehyde
Niban: Orthoboric Acid
Permethrin SFR: Permethrin
Phantom: Chlorfenapyr
Precor: Methoprene
Precor 2000: Permethrin & Methoprene
Prevail FT: Cypermethrin
PT-230: Pyrethrin / Silica Aerogel
PT-240: Boric Acid
PT-565 Plus XLO:
Pyrethrin & Piperonyl Butoxide
Quantum: Imidacloprid
Sluggo Granules: Iron Phosphate
Steri-fab: Isopropanol
Suspend: Deltamethrin
Talstar: Bifenthrin
Taurus: Fipronil
Tempo: Cyfluthrin
Termidor: Fipronil
Tri-die: Pyrethrin, Piperonyl Butoxide, Silica Dioxide

Transport: Acetamiprid, Bifenthrin
ULD-BP 300: Pyrethrin & Piperonyl Butoxide
Wasp Freeze: Allethrin

VERTEBRATE CONTROL CHEMICALS:

Avitrol: Aminopyridine
Conrac: Bromadiolone
Fastrac: Bromethalin
Final: Brodifacoum
Gopher Getter I: Strychnine
Gopher Getter II: Diphacinone
Gopher Getter II AG: Diphacinone
Gopher Getter AG: Strychnine Alkaloid
Maki: Bromadiolone
PCQ: Diphacinone
Rozol: Chlorophacinone
Terad 3: Cholecalciferol
Terra Ant Station: Sodium Tetraborate Decahydrate

EPA EXEMPT PRODUCTS:

Rosemary & Peppermint Oil

**RENTAL AGREEMENT/LEASE AGREEMENT
ADDENDUM
PERTAINING TO ASBESTOS**

POSTED IN ACCORDANCE WITH PROPOSITION 65,
CALIFORNIA HEALTH AND SAFETY CODE 25249.5 ET SEQ.

WARNING

(Owner/Manager: Check One)

x This Building **may** contain asbestos, a chemical known to the State of California to cause cancer.

OR

_____ This apartment project contains asbestos, a chemical known to the state of California to cause cancer, and other chemicals known to the state of California to cause cancer and/or birth defects and other reproductive harm. The hazardous substances are contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances

1. Resident or their guests, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the Premises or any part thereof, including without limitation: (i) Piercing the surface of the ceiling drilling or any other methods; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (iv) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) painting, cleaning, or undertaking any repairs of any portions of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration which may cause damage to the ceiling.
2. Resident shall notify Owner and agents immediately in writing (i) if there is any damage t or deterioration of the ceiling the Premises or any portion thereof, including without limitation flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.
3. Resident or their guests shall not use or keep in the Premises or cause to enter or remain in the Premises, any dangerous substances, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws regulations and any other poisons, explosives, corrosive or radioactive materials.
4. For safety, each person must run water faucets for at least two seconds to clear the faucet of standing water prior to use.
5. This addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

Griffon Hooper Jul 6, 2020
Griffon Hooper
Lessor/Agent Date

Marcus Butler Jul 6, 2020
Marcus Butler
Resident Date

Resident Date

Shannon Jensen Jul 5, 2020
Shannon Jensen
Resident Date

Resident Date

Resident Date

TOBACCO SMOKE-FREE AREAS ADDENDUM

This addendum is part of the Rental/Lease agreement, dated Jul 2, 2020, between El Real, LLC (Owner/Agent) and Shannon Jensen, Marcus Butler (Resident(s)) the premises located at 3970 Crown Point Drive, San Diego, CA 92109, #B

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

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

Check One:

- Smoking of tobacco products is prohibited on the entire property, including individuals' units, common areas, every building and adjoining ground.**
- Smoking of tobacco products is prohibited on the entire property except the following areas:

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

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



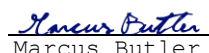
Other Residents Are Third Party Beneficiaries of this Addendum: Owner/Agent and Resident agree that the other Residents of the property are the third-party beneficiaries of this addendum. A Resident may sue another Resident to enforce this Addendum but does not have the right to evict another Resident.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

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

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

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.

 <u>Griffon Hooper</u> Owner/Agent	Jul 6, 2020 Date	 <u>Shannon Jensen</u> Resident	Jul 5, 2020 Date
 <u>Marcus Butler</u> Resident	Jul 6, 2020 Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at:

3970 Crown Point Drive, San Diego, CA 92109

Unit Number: B

Lead Warning Statement

Housing built before 1978 *may* contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **Note: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018 (c)).**

Owner's Disclosure or Agent* acting on behalf of Owner (initial)

SKH (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

SKH (b) Records and reports available to the Owner (check one below):

Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent's* Acknowledgment (initial)

*The term agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

SKH (c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852(d) and the Agent is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment (initial)

SKH (d) Lessee has received copies of all information listed above.

SKH (e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Griffon Hooper Jul 6, 2020
Griffon Hooper Date
Lessor/Agent

Shannon Jensen Jul 5, 2020
Shannon Jensen Date
Resident

Marcus Butler Jul 6, 2020
Marcus Butler Date
Resident

Resident Date

Resident Date

Resident Date



RENT CONCESSION AGREEMENT

As an addendum to the agreement dated Jul 2, 2020, (“Rental Agreement”) by and between:

Shannon Jensen, Marcus Butler Resident(s)

and EI Real, LLC as Lessor for the Premises located 3970 Crown Point Drive, San Diego, CA 92109.

It is expressly understood and agreed by the parties hereto that Rent Credit of \$2,600 to be posted 09/2020 is given by Lessor to Resident in consideration for Resident entering into said rental agreement.

If Resident(s) breaches said rental agreement or defaults under any of its provisions, or if Resident abandons the Premises before the termination date of said rental agreement, Resident shall pay to Lessor the entire amount of said concession within three days after written demand by Lessor.

Repayment to Lessor if said concession amount is in addition to any other remedies, in law or in equity, available to Lessor and shall not be Lessor’s exclusive remedy. If the Resident, with Lessor’s consent, remains in possession of said Premises after the expiration of the term of the rental agreement, all the terms of the agreement shall be binding upon Resident except that the rental term shall be for month-to-month and at the rental rate of \$_____ per month, payable monthly and due in advance on the 1st of each month. Lessor provides no concessions to Resident after the original term of the lease expires. Acceptance of partial payment of rent shall not constitute a waiver of Lessor’s right to have the entire amount of rent paid in advance and Lessor reserves the right to demand the entire amount of rent owed at any time.

Griffon Hooper Jul 6, 2020
Griffon Hooper Date
Lessor/Agent

Marcus Butler Jul 6, 2020
Marcus Butler Date
Resident

Resident Date

Shannon Jensen Jul 5, 2020
Shannon Jensen Date
Resident

Resident Date

Resident Date