

FIXED TERM RESIDENTIAL LEASE AGREEMENT

This Fixed Term Residential Lease Agreement ("Lease") is entered into this **17th** day of **November, 2020**, by and between **USEF RWS 11950 Idaho LLC** ("Landlord") dba, **The Adler Apartments** and **Yanxin Lu and Xuewei Jiang** (collectively, "Tenant(s)") to rent the premises located at: **11950 Idaho Avenue #113, Los Angeles, CA 90025**, including all appliances and furniture furnished therewith (collectively, the "Premises").

- 1. TERM:** The term of this Lease is for a period of **1 year** commencing on **November 21, 2020** (the "Commencement Date") and thereafter expiring on **November 20, 2021** (the "Expiration Date"). Renewal of the Term shall be as described in Paragraph 40 herein.
- 2. RENT:** Tenant(s) shall pay monthly "Base Rent" of **\$3,280.00** plus a Code Enforcement surcharge of **\$3.61** pursuant to the Los Angeles Housing Department Code Fee Addendum attached hereto for a total monthly payment of **\$3,283.61** to **The Adler Apartments** on the **1st** day of each month. (Should the term commence on a day other than the 1st, then Tenant(s) shall pay first month's Rent prior to move-in, and Tenant(s) shall pay a prorated amount of **\$-405.47** for the second month's rent on the 1st day of second month). Rent payments shall be made by the following method(s): **Certified Funds or Checks and delivered to: The Adler Apartments 11950 Idaho Avenue, Los Angeles, CA 90025, (310) 826-3100, Mon. - Sun. 9am-6pm**. All additional fees, charges and other sums Tenant(s) shall pay Landlord under this Lease are "Additional Rent" (Base Rent and Additional Rent are referred to as "Rent"). Additional rent includes, but is not limited to, pet rent, utility charges, returned check fees and late fees, Pursuant to Cal Civil Code 1479, Landlord may, without notice to Tenant(s), apply any payments that Landlord receives from Tenant(s) to any outstanding charges (whether Rent, late fees, damage or repair charges, returned check fees, utility charges, or other Additional Rent). If the payment Tenant(s) makes does not cover the total charges outstanding, then Tenant(s) will immediately pay the difference, plus any late fees.

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS." California Civil Code 1785.26(c)(2).
- 3. LATE CHARGE:** Tenant(s) acknowledges that Landlord will incur certain administrative costs in connection with late rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. Tenant agrees that the following Late Charge is a reasonable estimate of the actual damages that Landlord would incur as a result of a late payment. If Tenant(s) fails to pay Tenant(s)'s entire outstanding rent balance in full by the close of business on the **3rd** day of the month, Tenant(s) shall pay a Late Charge of **5%** of the Rent due as Additional Rent. If Landlord elects to accept Rent after the Late Charge is incurred, payment in a form other than by personal check may be required. Notwithstanding the Late Charge provision, payment of Rent in full on the **1st** day of each month is of the essence and failure to pay by the **1st** shall subject Tenant(s) to immediate service of a three-day notice to pay or quit. In the event Tenant(s)' check is dishonored by the bank, Tenant(s) shall pay a returned check charge of **\$25.00** for the first returned check and **\$35.00** for any subsequent returned check as additional Rent. A Late Charge will be imposed if the returned check causes the Rent to be late. Landlord may require future payments to be in a form other than a personal check in the event of a returned check.
- 4. SECURITY DEPOSIT:** Tenant(s) shall deposit with Landlord a Security Deposit of **\$1,000.00** as security for performance of the Lease (Total of all deposits not to exceed two (2) months' Rent for an unfurnished or three (3) months' Rent for a furnished unit). **At no time shall any portion of this deposit be considered as an advance payment of rent (including last month's rent) nor shall Tenant have the right to use or receive any refund of the Security Deposit prior to the Premises being completely vacated by all Tenant(s).** Notwithstanding the foregoing, Landlord shall have the right in its sole and absolute discretion to apply any portion of the security deposit at any time during the Term to any unpaid rent or any costs of repair or restoration due to Tenant's breach of this Lease. Within 10 days following written notice that Landlord has so applied any portion of the Security Deposit, Tenant shall be obligated to restore the Security Deposit to its full original balances as required by this Lease. After the Premises are completely vacant, Landlord shall furnish Tenant(s) with an itemized written statement of the basis for, and the amount of, any security withheld and shall return any remaining portion of such security to Tenant(s) within twenty-one (21) days pursuant to California Civil Code §1950.5. The parties incorporate herein by reference the attached Security Deposit Refund and Move-Out Instructions Addendum as well as the Unit Inspection Report that the parties completed and executed prior to move-in documenting the condition of the Premises and inventory of furnishings. Tenant(s) will provide Landlord a written list of any items that Tenant(s) discovers are not in clean or operable condition within 3 days after Commencement Date. If the Premises are covered by the Los Angeles City Rent Stabilization Ordinance, Landlord shall annually credit Tenant(s) with interest on all security deposits held for at least one (1) year for Tenant(s).
- 5. UTILITIES:** Tenant(s) shall pay for all utilities, services and charges applicable to the Premises. If utilities are separately metered, Tenant(s) shall place utilities in Tenant(s)' name as of the Commencement Date. If any utilities are not separately



metered, Tenant(s) shall pay Tenant(s)' proportional share, as reasonably determined and directed by Landlord, pursuant to the attached Utilities Allocation Addendum which is incorporated herein by reference. To the extent permitted by law, any delinquent payment of a utility allocation pursuant to the terms of the Utilities Allocation Addendum shall be considered a default under the Lease to the same extent and with the same remedies to Landlord (including without limitation the right to bring an unlawful detainer action for eviction) as if Tenant(s) had been delinquent in Tenant(s)' payment of Base Rent.

6. USE AND OCCUPANCY: Tenant(s) agrees to use and maintain the Premises as follows:

- a. The Premises shall be used solely for private residential purposes by the Tenant(s) listed herein, and the following Occupants: _____ and by no other persons without prior written consent of Landlord.
- b. Tenant(s) shall not and shall not permit its guests or invitees to violate any law, statute, or ordinance, nor commit, suffer or permit any waste, or nuisance in, on, or about the Premises or apartment community, nor use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by Landlord, nor maintain any mechanical, electrical or other appliance or device operated by any said utilities except for residential purposes or as otherwise specifically approved by Landlord in writing.
- c. Tenant(s) may have overnight guests for no more than 7 nights in any month.
- d. The Premises and address of the Premises may not be used for any commercial use or in any commercial advertising capacity unless Tenant receives the express prior written consent of Landlord.
- e. Tenant(s) shall not repair or do maintenance work of any kind on any vehicle on the Premises or apartment community nor park excessively damaged or inoperable vehicles in the apartment community.
- f. Tenant(s) shall not annoy, molest or interfere with any other tenants or occupants of the building, employees, agents or invitees of Landlord or with the Landlord's business practices in any way.
- g. Tenant agrees to comply with all applicable rules and regulations in the attached House Rules and Regulations Addendum incorporated herein by reference, or otherwise delivered to Tenant(s) by Landlord or posted in the common areas.

7. NO ASSIGNMENT, SUBLETTING AND TRANSFER BY TENANT(S): Tenant(s)' interest in the Premises and this Lease may not be assigned, sublet or otherwise transferred without the express written consent of Landlord. Tenant(s) may not advertise the Premises (or any portion of it) on HomeAway, VRBO, Airbnb, FlipKey, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by voluntary act, operation of law, or otherwise), will be void, and a violation of this Lease.

8. NO PETS, WATER BEDS OR BARBEQUES: Unless otherwise provided in California Civil Code Section 54.2 or 1940.5, Tenant(s) agrees that he/she will not, without Landlord's express consent in writing endorsed hereon, bring upon, keep, maintain or permit to be kept or maintained, in, on, or upon the Premises any dog, cat, bird, or other animal/pet, any waterbeds, or any barbeques or other open flame devices (except camping stoves).

9. RIGHT OF ENTRY: Landlord and its agent(s) shall have the right to enter the Premises: (i) in case of emergency, (ii) to make reasonable or necessary inspections for safety or maintenance purposes including move-out inspection pursuant to California Civil Code section 1950.5, (iii) to make necessary or agreed repairs, decorations, alterations or improvements, (iv) to supply necessary or agreed services, (v) to exhibit the dwelling to prospective purchasers, mortgagees, tenants, workmen or contractors, (vi) when Tenant(s) has abandoned or surrendered the Premises, (vii) pursuant to an order from court or a government agency, or (viii) as otherwise provided by law. Except in cases of emergency or abandonment where Tenant(s) agrees that Landlord shall not give notice to enter, entry will be made during normal business hours and Landlord shall give the Tenant(s) reasonable notice of intent to enter Premises of no less than 24 hours pursuant to California Civil Code 1954 unless Tenant has consented orally to an approximate day and time within 1 week prior to such entry. Tenant(s) agrees that Landlord may suffer certain administrative costs and consequential damages in the event entry cannot be made due to Tenant(s)' actions or lack thereof. If any properly requested entry cannot be made due to Tenant(s)' actions or lack thereof, Tenant(s) shall reimburse Landlord for any such costs or damages resulting therefrom, which shall be considered additional Rent.

Tenant(s) agrees not to change or add any lock or locking device to said Premises without the prior written consent of the Landlord, and Tenant(s) will, upon demand, furnish Landlord with all keys for the purpose of making duplicates thereof.

10. PERIODIC PEST CONTROL; TEMPORARY RELOCATION: Landlord has entered into a contract for periodic pest control treatment of the apartment community and Premises and has provided Tenant(s) with the attached Pest Control Notification Addendum originally given to Landlord by the contracted pest control company, which outlines the chemicals



used in controlling pests within the apartment community. Tenant(s) understands that spraying includes regularly scheduled visits (up to once a week) by the exterminator in all of the exterior common areas of the building (as needed) to prevent pest/termite infestation, etc. Upon demand by Landlord, Tenant(s) shall temporarily vacate the Premises for a reasonable period of time to allow pest or vermin control work to be done. Tenant(s) shall comply with all exterminator instructions regarding the preparation of the Premises for the work, including the proper bagging and storage of food, perishables and medicine. Tenant shall only be entitled to a rent credit equal to the per diem Rent for the period of time Tenant is required to vacate the Premises and only if Landlord does not provide Tenant(s) with alternate housing and Tenant was not the cause of the infestation.



TENANT(S) INITIAL to acknowledge that he/she has received the Pest Control Notification Addendum and has read and understood this paragraph.

11. MAINTENANCE AND REPAIRS: Tenant(s) agrees to return the Premises to the Landlord in the same condition as it was received (as further described on the Unit Inspection Report), ordinary wear and tear excepted. If Tenant(s) fails to complete and sign the Unit Inspection Report at move-in or to report any deficiencies, it will be conclusively presumed that the Premises are in excellent condition. Tenant(s) shall be responsible at its expense, for keeping and maintaining the Premises in good, clean, sanitary condition and repair. Without limiting the generality of the foregoing, Tenants(s) shall:

- a. Use ordinary care in maintaining the Premises;
- b. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- c. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- d. Not obstruct or cover the windows or doors, and keep them fully closed during any rainy weather;
- e. Not hang laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air dry any of the same within any common area, and not place or store any oversized items (taller than 3 feet) on any patio or balcony including bicycles, umbrellas, awnings, cabanas or plants.
- f. Keep all air conditioning filters clean and free from dirt;
- g. Be responsible for any water or plumbing damage, or blockages or stoppages resulting from the misuse of any sinks, toilets, or bathtubs;
- h. Properly use and operate any electrical, gas and plumbing fixtures and appliances and keep them clean and sanitary;
- i. Not, and shall prevent its guests or invitees from, willfully, wantonly, recklessly, or negligently destroying, defacing, impaling or removing any part of the Premises or the facilities or equipment, or appurtenances thereto, or the common areas;
- j. Not occupy areas other than his/her Premises or utilize, live, sleep, cook or dine in portions thereof for purposes other than those for which these portions were respectively intended for; and
- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or unsightly materials to be deposited or permitted to stand on the exterior of any building (including balconies) or within the common elements or Premises.

Tenant(s) shall immediately notify Landlord in writing of any deficiencies, dangerous conditions or repairs required in or about the Premises. Except in cases of emergency, all requests for repairs and notices regarding condition of the Premises must be made in writing in order to ensure that Landlord receives and properly processes such request/notice. Landlord is responsible for repairs to Premises and the apartment community; however, Tenant(s) is responsible for any loss of rents, damages or costs of repair required due to misuse or neglect (including failure to report deficiencies) by Tenant(s), Tenant(s)' invitees/guests or Tenant(s)' pet(s), including but not limited to failure to observe provisions (a)-(k) above. Furthermore, Tenant(s) agrees to indemnify, defend (with Landlord's counsel of choice) and hold Landlord harmless from any liability, costs (including reasonably attorneys fees) or claims resulting from Tenant(s)' breach of this Lease or the negligence, violation of law or willful misconduct of Tenant(s), or Tenant(s)' invitees or guests, which obligation shall survive any termination of this Lease.

Unless otherwise specified by law or the Security Deposit Refund and Move-Out Instructions Addendum attached hereto, without Landlord's prior written consent, Tenant(s) shall not make any alterations or repairs in or about the Premises including, without limitation, installing any satellite dish(es) or antennas, placing signs, painting or using any screws, large nails or adhesive materials. To the extent allowable by law, any repairs initiated by Tenant(s) shall be performed by a vendor approved by Landlord. Invoice and proof of payment for such repairs must be provided to Landlord within seven (7) days of work completion.

If the Premises become uninhabitable as defined under California Civil Code §1941.1, Landlord shall bear expense of the repair unless Tenant(s) causes the condition that makes the Premises uninhabitable, including items without limitation failing to observe (a), (d), (g), (h), (i), (j) or (k) above, in which case Tenant(s) shall bear the expense of repair.

12. INTERRUPTION OF SERVICES: Landlord shall not be liable for, and this Lease shall not be terminated by reason of, any interruption of, or interference with, services or accommodations due Tenant(s), caused by Acts of God, strike, riot, orders of public authorities, illness or pandemic, acts of other tenants, accident, the making of necessary repairs to the building of which said Premises are a part, or any other cause beyond Landlord's control. Tenant(s) agrees to indemnify and hold Landlord harmless from all liability from any such injury, loss or damage.

13. EFFECT OF DAMAGE OR DESTRUCTION: In the event of damage to or destruction of the Premises or the building of which the Premises are a part by fire, flood, earthquake, or any other cause or causes, Landlord shall have the option to:

- a. Treat this Lease as continuing and repair or restore the Premises to their original condition before such damage or destruction within thirty (30) days of the occurrence of the same, or if insured, within thirty (30) days after Landlord receives permission from the insurer to proceed with repair or restoration; or
- b. Terminate this Lease and all further obligations hereunder of either party by written notice to Tenant(s); or
- c. After the occurrence of such damage or destruction, the Tenant(s)' obligation to pay Rent hereunder during the period of repair or restoration shall be reduced in an amount which Landlord, in its sole discretion, shall determine to be proportionate to the area of the Premises rendered unfit for use by Tenant(s) during the period of repair or restoration.
- d. Notwithstanding Subparagraphs (b) and (c), if Tenant(s) causes the damage, Tenant(s) shall not have the right to terminate or to receive a Rent reduction. Additionally, Tenant(s) will not be entitled to a Rent reduction if Landlord provides alternate housing.

14. LIMITATION ON LANDLORD'S AND PROPERTY MANAGER'S LIABILITY: Except as otherwise provided by law, neither Landlord nor property manager shall be liable for any injury or illness, including death to any person caused by any use of the Premises or the common areas by any person, including but not limited to, other tenants, or arising from any accident or fire or any casualty thereon, or any other cause whatsoever, nor shall Landlord or property manager be liable for any loss of or damage to any personal property belonging to Tenant(s) or its guests or invitees located on Premises or other facility under the control of Landlord. Tenant(s) hereby agrees to release and hold Landlord and property manager harmless from all liability for any such injury, loss or damage, which indemnity shall survive the expiration of this Lease. Landlord and property manager shall not be liable for misleading messages or non-acceptance or non-delivery of messages or packages.

IT IS UNDERSTOOD BY TENANT(S) THAT TENANT(S)' FURNITURE AND PERSONAL PROPERTY ARE NOT INSURED BY LANDLORD. IT IS STRONGLY RECOMMENDED THAT TENANT(S) PURCHASE A RENTER'S INSURANCE POLICY TO PROTECT ITSELF AGAINST PERSONAL INJURY AND PROPERTY DAMAGE INCLUDING LOSSES FROM FIRE, SMOKE, THEFT WATER DAMAGE AND VANDALISM.

Tenant(s) acknowledge(s) that he/she will bear all risk of damage or loss to furniture and personal property (including any furnishings provided by Landlord) located on the Premises whether caused by theft, disappearance, negligence, misuse or abuse (including without limitation damage by cigar or cigarette burns, pets, and insect infestation).

15. MATERIAL DEFAULTS: The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease by Tenant(s):

- a. The abandonment of the Premises by Tenant(s). The Premises shall be deemed abandoned if:
 - i. any installment of Rent has been due and unpaid for at least 14 consecutive days, and Landlord believes Tenant(s) has been absent from the Premises for a period of 14 consecutive days; and
 - ii. Landlord serves a notice of belief of abandonment on Tenant(s) pursuant to California Code of Civil Procedure Section 1951.3; and
 - iii. Tenant(s) fails to provide Landlord with a written notice, prior to the date specified in the Landlord notice, stating x) that Tenant(s) does not intend to abandon the Premises and y) an address at which Landlord may serve Tenant(s) by certified mail with an unlawful detainer action.
- b. Tenant(s)' failure to make any payment of rent or any other payment required to be made by Tenant(s) hereunder as and when due.
- c. Any single violation of any of the provisions of the Crime-Free/Drug Free Addendum attached hereto and incorporated herein by reference.

- d. Tenant(s)' failure to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant(s) other than described in sub-paragraph (b) and (c), where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant(s).
- e. The discovery by Landlord that any portion of the rental application given Landlord by Tenant(s) was materially false.

16. REMEDIES: In the event of any material default or breach of this Lease by Tenant(s), Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, terminate Tenant(s)' right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Tenant(s) shall immediately surrender the Premises to the Landlord. All remedies specified in this Lease for non-compliance are cumulative.

- a. In the event of termination, Landlord may recover from Tenant(s) the amount provided in California Civil Code Section 1951.2 including the worth of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss for the same period that the Tenant(s) proves could be reasonably avoided. Upon re-entry by Landlord following such termination, Landlord may consider any personal property belonging to the Tenant(s) and left on the Premises to be abandoned, and may dispose of all such personal property in accordance with applicable law, as set forth in Sections 1980-1991 of the California Civil Code.
- b. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit. The exercise of, or failure to exercise, any remedy provided herein shall not be deemed a waiver of Landlord's rights to have that or any other remedy specified herein or at law or equity for any breach of the same or any other provision of this Lease. Failure by Landlord to exercise any of its rights under this Lease, or Landlord's acceptance of rent after any default shall not be considered or construed as a waiver of any right of Landlord or to affect any notice or legal proceedings theretofore given or commenced.

ARBITRATION OF ANY DISPUTES: Except for i) Unlawful Detainer actions, ii) personal injury action, iii) actions capable of being adjudicated in Small Claims Court, and (iv) any issue concerning the availability of class, collective and/or representative arbitration, and/or the class, collective and/or representative action waiver included in this Agreement, which shall be decided only by a court of competent jurisdiction, not an arbitrator, any claims for any disputes, directly or indirectly relating to or arising out of Tenant(s)' occupancy of the Premises or this Lease, including without limitation, the existence of hazardous substances in, on or about the apartment community, the Premises, or both, whether based on the theory of negligence, strict liability, fair housing, discrimination, civil rights, breach of Landlord's warranty of habitability, violation of statute or any other theory, shall be submitted to and decided by binding arbitration. Any such claims shall be brought in the parties' individual capacity, and not as plaintiff or class member in any purported class, collective, or representative proceeding. Tenant waives the right to bring any claim on a class collective, and/or representative basis, in court, arbitration, or in any other forum, as a named or unnamed plaintiff, participant, class member or in any other capacity. The arbitrator shall have no power to arbitrate class, collective and/or representative actions. Tenant further agrees that if Tenant is included in any class and/or collective action, Tenant will take all steps necessary to opt out or refrain from opting in. Moreover, any arbitration shall be held in the city and state where the Premises are located in accordance with the American Arbitration Association rules for a single arbitrator. The costs of the arbitration shall be apportioned by the arbitrator. The arbitrator's award shall be enforceable in any court of competent jurisdiction. The arbitration shall be confidential to the fullest extent permitted by law. The arbitrator will apply whatever statute(s) of limitations applicable by law to the parties' claim(s). Each party shall have the right to conduct discovery sufficient to vindicate the claims at issue, including access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall issue a signed written decision setting forth the basis for the decision and summarizing the key issues and the essential findings and conclusions upon which the award is based. The arbitrator shall have full authority to award all relief available in a court of law, including but not limited to compensatory and punitive damages, reinstatement, costs, and attorneys' fees as provided by contract or statute.

Any claim required to be arbitrated under this Agreement shall be submitted to mediation in a manner agreed to by Tenant and Landlord. Tenant and Landlord agree to use mediation to attempt to resolve any such claim prior to filing for arbitration under this Agreement. Tenant and Landlord will select a mediator agreeable to both parties. The parties will cooperate with the mediator on mediation arrangements, including time and place for mediation, who will attend or participate, and what information will be exchanged.

TENANT(S) BY INITIALING BELOW AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND WAIVES ANY RIGHTS TENANT(S) MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT, TO JURY TRIAL. IF TENANT(S) REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS

PROVISION, TENANT(S) MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF CALIFORNIA CODE OF CIVIL PROCEDURE.

TENANT(S) ACKNOWLEDGES IT HAS RECEIVED AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1941 AND 1942 INCLUDED IN THE ATTACHED ARBITRATION ADDENDUM INCORPORATED HEREIN BY REFERENCE AND FURTHER ACKNOWLEDGES THAT TENANT(S)' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.



TENANT(S) INITIALS

17. ATTORNEYS FEES: In any legal action, the prevailing party in addition to all other relief shall recover reasonable attorney's fees, expert witness fees, and other legal costs not to exceed \$1,000 including court costs.

18. VEHICLES AND PARKING: Landlord reserves the right to control parking and to tow away, at vehicle owner's expense, any vehicle not kept in compliance with applicable rules, requirements and law (which include but are not limited to causing an unsafe or hazardous condition or parked in an unauthorized space or restricted area or otherwise blocking access). No automobile or other motor driven vehicle may be brought onto the Premises unless such vehicle complies with governmental noise limitations, is free from leaking fluids, is insured for public liability/property damage, is operable and currently registered. Parking spaces may be used only for passenger and light utility vehicles.

19. EARLY TERMINATION OPTION: Tenant(s) is expected to remain a tenant for the entire Term specified in Paragraph 1. If Tenant fails to do so, Tenant(s) will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the Lease Term, minus rents paid by a replacement tenant (if any). This amount will vary depending upon how long it takes the Landlord to find a replacement tenant. Therefore, this amount cannot be determined in advance and is difficult to estimate.

To avoid this uncertainty, Tenant(s) may choose to exercise an early termination option. Tenant(s) may choose to pay a flat fee in advance to terminate the Lease early, rather than remaining liable for Rent due through the end of the Lease Term. To exercise this option, Tenant(s) must deliver to Landlord:

- a. a written notice signed by all Tenant(s) stating that Tenant(s) has elected to exercise this option;
- b. an early termination option fee equal to one month's Rent (pursuant to Paragraph 2 above, as may be revised by law) plus an amount equal to rent concessions received by Tenant(s) upon signing the Lease (if any);

When Landlord has received the written notice and payment, and has signed the notice, the Lease termination date will be amended. The new Expiration Date will be the date specified in the notice which must be at least sixty days after the written election and payment are given to Landlord. Exercise of the early termination option will affect only Tenant's rent obligations after the accelerated Expiration Date. Following any notice of termination, Tenant(s) shall continue to comply with all terms of the Lease through the later of the date of vacation of the Premises or the accelerated Expiration Date.

The notice will not accelerate the Expiration Date and shall be automatically voided if:

- a. Tenant(s) is in default under the Lease at the time that Tenant(s) gives notice of Tenant(s)' exercise of the option or at the time of the accelerated Expiration Date;
- b. Tenant(s) provides the notice unaccompanied by the fee above or does not provide the notice at least 60 days in advance.

20. MODIFICATION OF TENANCY: After expiration of the Term, the tenancy may be modified by Landlord with 30 days advance notice in writing as provided by California Code of Civil Procedure Section 1162, including any Rent increase which when added to all other increases during the prior 12 months, is 10% or less of the lowest rent charged during the prior 12 months. If the amount of a rent increase, when added to all other increases during the prior 12 months, exceeds 10% of the lowest rent charged during the prior 12-months, Landlord must serve a 60-day rent increase notice.

21. WAIVER: Waiver by Landlord of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. Landlord's receipt of rent with knowledge of Tenant(s)' violation of a covenant does not waive its rights to enforce any covenant of this Lease.

22. SMOKE AND CARBON MONOXIDE DETECTORS: The Premises are equipped with Smoke [] and Carbon Monoxide] Detection device(s) ("Detectors"):

- a. Tenant(s) acknowledges that the Detectors were tested and their operation explained by Landlord in the presence of the Tenant(s) at the time of initial occupancy and that the Detectors were in proper working order at the time.
- b. Each Tenant(s) shall perform the Manufacturer's recommended test to determine if the Detector(s) are operating properly at least once a week.

- c. _____ TENANT(S) INITIAL only if battery operated. By initialing as provided, each Tenant(s) understands that the Detectors and Alarms are battery operated and it shall be each Tenant(s)' responsibility to:
 - i. Ensure that each battery is in operating condition at all times,
 - ii. Replace each battery as needed (unless otherwise provided by law),
 - iii. If, after replacing the battery, the Detector(s) do not work, inform the Landlord immediately in writing.
- d. Tenant(s) must inform the Landlord immediately, in writing, of any defect, malfunction or failure of any detector(s).
- e. If local law requires the Landlord to test the Detectors, Tenant(s) shall allow Landlord access to the Premises for that purpose.

23. LEAD WARNING STATEMENT INITIAL and complete this section only if Premises or building were built before 1978: *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Before renting pre-1978 housing, owners must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.*

LANDLORD'S DISCLOSURE Landlord's knowledge of lead-based paint and/or lead-based paint hazards in the Premises or building:

- (If checked) Landlord has no specific knowledge of any lead-based paint and/or lead-based paint hazards in the Premises or building, but presumes it to be present, given the age of the building
- (If checked) Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Premises or building: _____

Reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises or building:

- (If checked) Landlord has no reports or records verifying the existence of lead-based paint and/or lead-based paint hazards in the Premises or building.
- (If checked) Available reports or records verifying the existence lead-based paint and/or lead-based paint hazards in the Premises or building are as follows: _____ . Copies of the reports or records identified are available for Tenant(s)' review at _____ .

TENANT(S)' ACKNOWLEDGMENT (Initial)

_____ Tenant(s) has received a copy of the pamphlet "Protect Your Family From Lead In Your Home" and copies of documents listed above, if any. Tenant(s) agrees to promptly notify Landlord of any deteriorated and/or peeling paint.

REAL ESTATE AGENT'S ACKNOWLEDGMENT (Initial only if agent involved in rental process)

_____ Real estate agent has informed the Landlord of the Landlord's obligation under 42 U.S.C. 4852d, EPA 40 CFR 745.107, 745.110 and 745.113 and is aware of his/her responsibility to ensure compliance.

24. MOLD AND MILDEW STATEMENT: Mold and Mildew may be injurious to one's health and if moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. Therefore, Tenant(s) acknowledges that: (a) Tenant(s) has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant(s) has found no signs of moisture, mold or mildew therein; (c) Tenant(s) shall (i) keep the Premises well ventilated, and clean and dry any signs of mold or mildew from all surfaces, (ii) inspect the Premises at least monthly for presence of mold, moisture or water damage, (iii) promptly notify Landlord in writing of any dampness from leaks, overflows, water intrusion, etc., (iv) promptly notify Landlord in writing of any malfunction of ventilation, air conditioning or heating systems and (v) comply with all other instructions and requirements contained in the attached Mildew/Mold/Fungus Addendum incorporated herein by reference. Tenant(s) shall be liable for any injuries or damages that may result from any negligent performance of the foregoing duties.

25. ASBESTOS:

_____ Tenant(s) INITIAL and complete this section only if Premises built before 1981 and Landlord has 10 or more employees.

ASBESTOS DISCLOSURE: The California Asbestos Notification Act requires Landlords with more than 10 employees of structures built before 1979 to notify Tenants and their employees and contractors of any knowledge they may have regarding any asbestos-containing construction materials ("ACM"). In that regard, note that while Landlord is not specifically aware of any ACM in the Premises, it is possible that given the age of the building, ACM may be present. ACM



may be present in the sprayed on acoustical ceiling material (which has a "cottage cheese" appearance) in the Premises and in the hallway and other areas in the building in which the Premises are located. Asbestos may also be present in other materials in the Premises and the building, including the insulation, fireproofing and floor tiles.

Landlord has instituted an Operations and Maintenance Program directed at maintaining the Premises in accordance with any application Federal and Safety requirements regarding asbestos-containing materials. This program is designated (among other things) to prevent the release of asbestos fibers into the air, minimize disturbances or damage to asbestos-containing materials; monitor the conditions of materials and air in the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Tenant and Tenant's invitees shall comply with such rules and regulations as Landlord from time to time may prescribe in connection with Landlord's Operations and Maintenance programs, including without limitation to the following:

- a. Hazardous Materials: Tenant(s) shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Premises including but not limited to piercing the surface of the ceiling or floor tiles by drilling or any other method, hanging plants, mobiles, or other objects from the ceiling, allowing any objects to come into contact with the ceiling; permitting water or any other liquid to come into contact with the ceiling; painting or undertaking repairs or improvements with respect to ceiling or floor tiles; or undertaking any activity which results in building vibrations which may damage the ceiling. Tenant also agrees not to sand, cut or otherwise abrade dry wall material, and not to drill into fire doors or remove door knobs.
- b. Tenant shall notify Landlord immediately in writing: (1) if there is any damage of ceiling or floor tiles in the Premises, including (without limitation) loose, cracking, hanging, or dislodged materials, water leaks, or stains in the ceiling or floor tiles; (2) upon occurrence of any of the activities described above under Sub-section (a).
- c. California Health and Safety Code Section 25249.6 requires notice to be provided to persons warning that they may be exposed to chemicals known in the State to cause cancer. Asbestos is one of those chemicals. Assuming Tenant's compliance with precautionary measures described above, however, Landlord has no reason to believe that any person on the Premises is exposed to significant risk levels. The notice provided in this paragraph is accordingly provided to Tenant merely to comply with the technical notification requirements.

26. HAZARDOUS MATERIALS: Tenant(s) shall not use, store, or dispose of any flammable explosives, hazardous wastes or materials, toxic wastes or materials, or other similar substances (collectively "Hazardous Materials") on, under or about the Premises or the apartment community, except for small quantities of Hazardous Materials, which products are of a type customarily found in households (such as aerosol cans containing insecticides), provided further that Tenant(s) shall handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Premises or the apartment community.

27. CONSTRUCTION DISCLAIMER: Tenant(s) acknowledges that Landlord has the right at all times to conduct any construction or renovation of the Property deemed necessary in the sole and absolute discretion of the Landlord. Landlord shall not be liable to Tenant(s) nor shall the Rent be abated do to any nuisance, disruption, or disturbance resulting from such construction or renovation except as expressly provided by statutes, including but not limited to, any noise, vibration, dust, odor, temporary obstructions, reduction of services or amenities or presence of equipment or workmen associated with such work.

28. SQUARE FOOTAGE: Tenant(s) acknowledges that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, property corners and exact boundaries of the Property. Representations regarding these items that are made in advertising are approximations, or based on inaccurate or incomplete records.

29. NEIGHBORHOOD NOISE SOURCES: Tenant(s) is advised that even if the Property is not in an identified airport noise influence area the Property may still be subject to airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include traffic on streets and highways, trains and general airport noise from people, dogs, and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Tenant(s) is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night.

30. SCHOOLS: Tenant(s) is advised that household members living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. The inability of any or all Tenant(s) or household member(s) to attend any school, university, or other educational institution, for any reason whatsoever, including, but not limited to, any and all school closures, shifts away from in-person education, government orders, pandemic, transfers, or disciplinary action by the school shall not constitute a basis to terminate this Lease.

31. PROPOSITION 65 NOTICE: According to the California Health and Safety Code Section 25249.6, you should be

aware of the following required warning notice: **WARNING: DETECTABLE AMOUNTS OF CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, OR OTHER REPRODUCTIVE HARM MAY BE FOUND IN AND AROUND THIS FACILITY. More information is available from the Office of Environmental Health Hazard Assessment online at www.oehha.ca.gov/prop65.html.**

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

33. PRIVACY POLICY: For information on how Landlord collects and treats information, please review the Landlord's privacy policy, available at <http://www.rwselby.com/privacy>.

34. JOINT AND SEVERAL LIABILITY: The undersigned Tenant(s) whether or not in actual possession of Premises, are jointly and severally liable for all rent incurred during the term of this Lease, and for all damages to the demised Premises caused or permitted by Tenant(s), their guests and invitees. Any breach or abandonment by any one or more of the Tenant(s) shall not terminate this Lease nor shall it relieve the remaining Tenant(s) from fulfilling the terms of the Agreement.

35. RELEASE OF CLAIMS: Tenant(s) agrees to release, acquit and forever discharge Landlord and its property manager from any complaints, claims, suits, demands, costs, losses, causes of action, damages, obligations, liabilities and expenses of whatever kind and character, known or unknown, which Tenant(s) may have against Landlord or its property manager by reason of any matter, cause or thing, whatsoever, from the beginning of the Tenant(s) occupancy of the Property to the effective date of this Lease. Tenant(s) agrees that all of his/her rights under Section 1542 of the Civil Code of the State of California which are related to the Tenant(s) occupancy up to the date of this Lease are hereby waived. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Y.L.
194B3973

X.J.
2EDGABDR

TENANT(S) INITIALS

36. NOTICE, DEMANDS, REQUESTS, AND SERVICE OF PROCESS

- a. Notices, Demands and Requests: All notices, demands and requests which may be or are required to be given pursuant to the provisions of this Lease may be delivered in person, by substituted service and mailing, or by posting and mailing pursuant to Section 1162 of the California Code of Civil Procedure.
 - i. If to Landlord, to the on-site manager of the Premises at the address and phone number listed in Paragraph 2 above, or to such person, or to such other address, as Landlord may hereinafter designate by written notice.
 - ii. If to Tenant(s), to Tenant(s) at the address of the Premises, or to such other address as Tenant(s) may hereinafter designate by written notice. Notice to any one Tenant(s) shall constitute notice to all Tenant(s).
- b. Service of Process on Landlord: All other legal notices, demands and services of process to be given to Landlord may be served as provided by law upon the Authorized Agent of Landlord at 11661 San Vicente Boulevard, Suite 510, Los Angeles, California 90049 (310) 820-5151, or upon such other person or at such other address as Landlord may hereinafter designate by written notice.

37. SUCCESSORS AND ASSIGNS: This Lease is binding upon and shall inure to the benefit of the heirs, assigns, survivors, executors and administrators of Landlord and Tenant(s).

38. INTERPRETATION

- a. In the event there is any conflict between the Terms and provisions of this Lease or any addendum thereto and applicable California Law, the Law of the State of California shall be deemed applicable unless Tenant(s) makes a valid waiver of California law.
- b. Any partial invalidity of this document shall not affect the whole thereof and the remainder of this Lease shall continue in full force and effect. Neither this Lease nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Lease and any supplement, addendum or modification, may be signed in two or more counterparts, all of which shall constitute one and the same writing. Time is of the essence.

THE TERMS OF THIS LEASE INCLUDING ALL ATTACHMENTS AND ADDENDA WHICH ARE INCORPORATED BY



REFERENCE, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS THAT MAY HAVE BEEN MADE BY EITHER PARTY, FURTHERMORE, TENANT(S) REPRESENTS THAT HE\SHE HAS RELIED SOLELY ON HIS\HER OWN JUDGMENT, EXPERIENCE AND EXPERTISE, INCLUDING ANY COUNSEL RETAINED BY TENANT(S), IN ENTERING INTO THIS LEASE WITH LANDLORD AND THE LEASE SHALL BE CONSTRUED AS IF IT HAD BEEN PREPARED BY BOTH PARTIES EQUALLY.

39. OTHER TERMS AND CONDITIONS; SUPPLEMENTS AND ADDENDA: The following ATTACHED supplements and Addenda are hereby incorporated in this Lease:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Security Deposit and Move-Out Instructions Addendum | <input checked="" type="checkbox"/> California Proposition 65 Warning |
| <input checked="" type="checkbox"/> Unit Inspection Report | <input checked="" type="checkbox"/> Key/Smart Card Issuance Charges |
| <input checked="" type="checkbox"/> Concession Agreement | <input checked="" type="checkbox"/> LAHD Letter to Residents |
| <input checked="" type="checkbox"/> House Rules and Regulations | <input checked="" type="checkbox"/> BedBug Addendum |
| <input checked="" type="checkbox"/> Pest Control Notification | <input checked="" type="checkbox"/> COVID-19 Addendum |
| <input checked="" type="checkbox"/> Addendum For Crime and Drug Free Housing | <input checked="" type="checkbox"/> Insurance Addendum |
| <input checked="" type="checkbox"/> Arbitration Addendum | <input checked="" type="checkbox"/> Mildew and Mold Addendum |
| <input checked="" type="checkbox"/> No Security Representations | <input checked="" type="checkbox"/> Utility Addendum |

40. TERMINATION, HOLDOVER, SURRENDER OF PREMISES:

- a. **60 DAY NOTICE:** Except for month-to-month tenancies, Tenant(s) shall give Landlord written notice of intent to vacate the Premises not less than 60 days prior to the Expiration Date of the Lease or any extension or renewal hereof. If Tenant(s) fails to give Landlord such notice when required, this Lease shall continue in full force and effect for a period of 60 days from the date such notice is given or, if no notice is given, 60 days from the date on which the Tenant(s) surrenders the Premises to Landlord. Tenant(s) shall be obligated to pay rent through the end of such 60 days notice period at the current Rent (less such monies as Landlord may collect from a new Tenant(s) for the Premises for such a period). For month-to-month tenancies only, Tenant(s) shall give Landlord written notice of intent to vacate the Premises not less than 30 days prior to the intended termination date.
- b. **HOLDOVER:** If Tenant(s) fails to deliver to Landlord a notice of intent to vacate premises at least 60 days prior to the end of the Lease Term as provided in Sub-section (a), said tenancy shall automatically convert to a month-to-month tenancy upon the expiration date of the fixed Term in Paragraph 1 above (or any extension or renewal thereof), unless Landlord and Tenant have signed a new agreement or Landlord has notified Tenant(s) that the Lease will not be renewed by serving Tenant(s) with notice as provided by either California Civil Code section 1946 or 1946.1.
- c. Landlord may terminate the tenancy by giving written notice as provided by law. Upon termination of the Lease by Tenant(s) or Landlord, Tenant(s) agrees to surrender and deliver up the Premises and any furnishings in as good and clean condition as when they were received from Landlord except for ordinary wear and tear.

LANDLORD AND TENANT(S) HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT(S) WITH RESPECT TO THE PREMISES.

The Adler Apartments

Tenant(s) understands that this Lease will automatically continue as a tenancy from month-to-month at the end of the Term specified in Paragraph 1 above, unless terminated as specified in this Lease or as otherwise provided by law.



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Landlord's Agent)

Date



Signed by Yanxin Lu

Wed Nov 18 2020 02:58:08 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Resident)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:34:17 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Resident)

Date



SECURITY DEPOSIT REFUND & MOVE OUT INSTRUCTIONS

(Addendum to Fixed Term Lease)

1. **USE OF SECURITY DEPOSIT:** Section 1950.5 of the California Civil Code provides that a tenant's security deposit may be used by Landlord as reasonably necessary to accomplish the following four purposes:
 - a. For unpaid rent (subject to Paragraph 4 of the Lease);
 - b. For repair of damages, other than normal wear and tear;
 - c. For cleaning the rental unit when the tenant moves out as necessary to make the unit as clean as it was when the tenant first moved in (subject to a "reasonable efforts" exception as provided below; and
 - d. For the cost of restoring or replacing furnishings or other items of personal property (including keys and gate openers), other than normal wear and tear.
2. **ACCOUNTING OF DEPOSIT:** Within 21 days following move-out, Landlord will mail to the forwarding address you provide an itemized statement that lists the amount of any deductions from the security deposit and the reasons for the deductions, together with a refund of any amount not deducted. Landlord will include copies of invoices from any third party vendors for the charges that Landlord incurred and deducted, unless Landlord does not have invoices within the 21 days, in which case Landlord will a) provide a good faith estimate of charges in the itemized statement along with the name, address and telephone number of the business that is supplying the services or materials, and b) within 14 calendar days after receiving the invoices, mail you a corrected itemized statement, the invoices described above, and any refund to which you are entitled. Landlord is not required to provide receipts if the total work does not exceed \$125.
3. **RIGHT TO PRE-MOVE-OUT INSPECTION AND TO REPAIR AS FOLLOWS:** (i) After giving or receiving notice of termination of a tenancy, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Lease. If Tenant requests such an inspection, Landlord's Property Manager will make all reasonable attempts in advance of the move-out date to schedule the inspection at a time that is conducive to the schedule of the Tenant; (ii) Based on any such inspection, Landlord shall give the Tenant an itemized statement specifying repairs or cleaning (collectively, "Deficiencies") that are proposed to be the basis of any deductions from the Security Deposit that Landlord intends to make pursuant to California Civil Code 1950.5(b); (iii) Tenant shall have the opportunity to cure the Deficiencies prior to termination, consistent with the terms of the Lease and this Addendum. Work to cure the Deficiencies may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable laws, including governmental permit, inspection and approval requirements. All work shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Additional guidelines for performing work are provided below; (iv) For any Deficiencies cured by Tenant, Tenant shall: (a) obtain receipts for any work performed by others; (b) prepare a written statement indicating the work performed and the date of such work; and (c) provide copies of receipts and statements to Landlord prior to termination; (v) This right to cure Deficiencies does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
4. **CLEANING AND PAINTING STANDARD GUIDELINES:**
 - A. **GENERAL CLEANING:** You must conduct a thorough cleaning of the Premises including all countertops, drawers, cabinets and mirrors (including mirrored closet doors, if applicable); clean all storage closets/balconies/patios by sweeping them out and wiping them down and removing any trash; clean all appliances inside and out, clean all sinks, vanities, toilets, and bathtubs (including tracks, hardware and drains); remove hair, debris, mildew and soap scum in bathrooms; clean all floors (including baseboards); clean all light fixtures and ceiling fans; clean all interior windows sills, blinds, and screens; and vacuum all carpet and remove any stains.
 - B. **CARPET CLEANING:** When necessary, steam clean/shampoo carpet, including removal of all stains, such that the carpet is cleaned and sanitized. You must use equipment and cleaning solutions which do not damage the carpet.
 - C. **APARTMENT PAINTING:** When repair is necessary (beyond ordinary wear and tear) use the proper matching paint and apply with the correct roller or brush; remove outlet/switch covers; remove window covers/valances/headrails; use masking tape for outlets/ switches/light fixtures/door hardware, etc., to protect them; patch holes/cracks using spackling material; use drop cloths or heavy plastic sheeting to cover all flooring to protect from spills; prime all repaired areas; clean all surfaces prior to painting; and sand enamel surfaces as necessary. **HAZARDOUS MATERIALS WARNING:** You may not paint any applied acoustic material ceiling ("popcorn ceiling"). Do not dispose of paint or cleaning solvents in the sinks, toilet or garbage containers as such disposal is a violation of law and you may incur fines and costs. Any excess paint or solvents must be disposed off-site or at an approved facility.

- D. You are not required to hire an outside service to clean the Premises or carpets or to re-paint the walls or ceilings or cure any other Deficiencies in the Premises in order to comply with the guidelines contained herein; however, please be advised that any repairs or cleaning undertaken by you which do not meet the required standards in this Addendum will still subject you to deductions from your Security Deposit pursuant to California Civil Code Section 1950.5 and if such deposit is insufficient to satisfy the total charges incurred by Landlord to properly clean and perform repairs (subject to the maximum charges listed in Section 6 below), then you will also receive an itemized bill payable upon demand. Therefore, Landlord recommends you consider hiring a professional from our list of approved vendors who will guaranty the quality of work at a reasonable flat rate.
- E. If you return the Premises in a reasonably clean condition demonstrating that you used "reasonable efforts" to clean the Premises and repair all damages ("reasonable efforts" means compliance with Sections 2 A-C above) caused by you or your guests, licensees, or invitees excepting ordinary wear and tear, and you have otherwise complied with the provisions of the Lease, then you will be entitled to a full return of your Security Deposit. Additionally, there will be no deduction from your Security Deposit nor will you incur any painting charges for minor touch-ups, plaster repairs and fill-in holes that are the result of reasonable use of the Premises by a reasonable tenant. Any damage that is beyond reasonable wear and tear or reasonable use may be charged against the Security Deposit. Such damage may include, but is not limited to, cigarette burns to carpet or counters, stains or scars, or excessive odor caused by pets, smoking or cooking which require extra cleaning, repairs or replacements.

Y.L.
194B3971

X.J.
2FD8ABDB

(Tenant(s) Initials)

- 5. **PRORATION OF PAINT:** Pursuant to the 'Department of Consumer Affairs California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities', if Tenant(s) leaves the walls in a condition that requires repainting upon move out, Tenant(s) shall be charged according to the following formula: (Cost to paint walls/36 months) x (36 months -number of months that Tenant(s) occupied the Premises). Tenant(s) will not incur any change for painting if their tenancy is three (3) years or more, or the need for painting the Premises is merely due to ordinary wear and tear, fading, oxidation, blistering, or any other condition that occurs simply through the passage of time with respect to painted surfaces.
- 6. **PRORATION OF CARPET REPLACEMENT:** Pursuant to the 'Department of Consumer Affairs California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities', if Tenant(s) leaves the carpet in a condition that requires the carpet be replaced upon move out, then Tenant(s) will be charged according to the following formula: (Total Amount to replace carpet/60 months) x (60 months-the number of months the carpet has been in the Premises). Tenant(s) will not incur any charge for carpets that are over 5 years old.
- 7. **MOVE-OUT INSPECTION:** Management will make all reasonable attempts in advance of Tenant(s)' move-out date to schedule a move-out inspection at a time that is conducive to Tenant(s)' work and personal schedule. When management receives Tenant(s)' notice to vacate the Premises, management will provide Tenant(s) with a Move-Out Inspection Notice requesting Tenant(s)' available date and time for a move-out inspection. Move-out inspections will normally be conducted between 9:00 a.m. and 5:00 p.m. Monday through Sunday. If Tenant(s) is unable to attend a move-out inspection during these time periods, management will make reasonable efforts to conduct the move-out inspection at a mutually acceptable time.
- 8. **LANDLORD/MANAGER PERFORMED WORK:** Any repairs, painting or cleaning performed to the premises when vacated may be performed by Apartment Maintenance Services, a wholly owned division of R.W. Selby and Company, Inc. an affiliate of Landlord. The itemized pricing for any such repairs, painting, or cleaning that may be charged to Tenant(s) is attached as Exhibit "A". The charges on Exhibit "A" are not meant to be an inclusive list of all items which may require repair. Landlord may change the maximum charges set forth in this Addendum to reflect current marketplace prices by giving Tenant(s) at least thirty (30) days prior written notice of changes. Notwithstanding the foregoing, Tenant(s) will not be charged in excess of prevailing marketplace prices for any necessary work.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu
Wed Nov 18 2020 02:58:17 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Tenant)

Date



Signed by Xuewei Jiang
Wed Nov 18 2020 02:34:38 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Tenant)

Date



Signed by Eduardo Garcia
Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Landlord's Agent)

Date



EXHIBIT "A"

TO SECURITY DEPOSIT AND MOVE-OUT INSTRUCTIONS

CLEANING AND PAINTING CHARGES

Following are the maximum charges which may be applicable when the Premises that Tenant(s) has vacated requires cleaning and painting. The actual charges Tenant(s) incurs could be less depending on the actual work needed to clean and paint the Premises as well as the length of the tenancy.

TURNOVER COSTS	SINGLE/STUDIO	1 BED/1 BATH	1 BED/1 BATH +DEN
Paint Vacancy*	\$700.00	\$900.00	\$950.00
Paint Closets	\$25.00 each	\$25.00 each	\$25.00 each
Paint Ceiling	\$100.00	\$125.00	\$140.00
Apartment Cleaning**	\$125.00	\$150.00	\$160.00
Clean Carpet/Flooring	\$90.00	\$95.00	\$105.00
	1 BED/1 BATH +LOFT	2 BED/1 BATH	2 BED/2 BATH
Paint Vacancy*	\$950.00	\$950.00	\$1075.00
Paint Closets	\$25.00 each	\$25.00 each	\$25.00 each
Paint Ceiling	\$150.00	\$170.00	\$180.00
Apartment Cleaning**	\$155.00	\$165.00	\$180.00
Clean Carpet/Flooring	\$105.00 +stairs	\$115.00	\$115.00
	2 BED/2 BATH +LOFT	3 BED/3 BATH	4 BED/4 BATH
Paint Vacancy*	\$1150.00	\$1250.00	\$1400.00
Paint Closets	\$25.00 each	\$25.00 each	\$25.00 each
Paint Ceiling	\$225.00	\$275.00	\$275.00
Apartment Cleaning**	\$200.00	\$215.00	\$235.00
Clean Carpet/Flooring	\$120.00 +stairs	\$150.00	\$170.00

*Prices shown are for painting all walls in unit. "Partial Paint" charge equal to one-half the price shown may apply if less than 30% of walls require painting. Additional charges for high walls and ceilings, cabinets, handrails, patios and accent walls may apply. A second coat of paint if warranted is charged at 70% of the cost of the first coat.

** Heavy cleaning if warranted is charged at 50% over standard cleaning charges.

ADDITIONAL CLEANING			
ADDITIONAL CHARGES	AMOUNT	ADDITIONAL CHARGES	AMOUNT
Clean Refrigerator	\$25.00	Vacuum Carpet Studio	\$15.00
Vacuum Carpet 1 Bed	\$15.00	Vacuum Carpet 2-Bed	\$20.00
Vacuum Carpet 3 Bed	\$25.00	Clean Blinds	\$15.00 each
SHAMPOO			
ADDITIONAL CHARGES	AMOUNT	ADDITIONAL CHARGES	AMOUNT
Truck Mount Charge	\$20.00	Shampoo Stairs	\$2.00 per step
Pet Deflea	\$75.00	Deodorize	\$45.00



REFINISHING			
ADDITIONAL CHARGES	AMOUNT	ADDITIONAL CHARGES	AMOUNT
Refinish Tub	\$290.00	Refinish Bathroom Vanity	\$150.00
Refinish Kitchen Counter (Formica or tile)	\$300.00	Refinish Kitchen Counter (tile multi-spec)	\$400.00
MISCELANEOUS COMMON REPAIRS			
ADDITIONAL CHARGES	AMOUNT	ADDITIONAL CHARGES	AMOUNT
Trip Charge	\$75.00	Drywall Repair <1 sq.ft.	\$100.00 - \$250.00
		Drywall Repair 1 sq.ft.-5 sq.ft.	\$100.00 - \$250.00
Tear Marks on Vinyl Flooring	\$100.00 - \$750.00	Plumbing Stoppages (Foreign Objects)	\$65.00 - \$200.00
Broken Slats on Blinds	\$5.00 - \$15.00	Broken Mirror	\$250.00 - \$300.00 each
Carpet/Flooring Damage Requiring Replacement	\$12.00-\$50.00/yard as needed to match the rest of the Premises		

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu
Wed Nov 18 2020 02:58:24 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Tenant)

Date



Signed by Xuewei Jiang
Wed Nov 18 2020 02:35:03 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Tenant)

Date

UNIT INSPECTION REPORT

(Addendum to Fixed Term Lease)

Apartment Community The Adler Apartments	Apartment # 113	Move-In Date November 21, 2020
Resident Name(s) Yanxin Lu and Xuewei Jiang		Move-Out Date

	MOVE-IN CONDITION			INITIAL INSPECTION			MOVE-OUT CONDITION		
	Clean/ Good Condition	Not Clean/ Needs Repair	Comments	Clean/ Good Condition	Not Clean/ Needs Repair	Comments	Clean/ Good Condition	Not Clean/ Needs Repair	Comments
PAINTING:									
Entry Area									
Kitchen									
Bedroom (Master)									
Bedroom (2)									
Bedroom (3)									
Loft Area									
Bathroom (1)									
Bathroom (2)									
Bathroom (3)									
Living Area									
Dining Area									
Doors									
Ceiling									
Closet (1)									
Closet (2)									
Closet (3)									
Other									
CLEANING:									
Kitchen									
Bathroom (1)									
Bathroom (2)									
Bathroom (3)									
Bedroom (1)									
Bedroom (2)									
Bedroom (3)									
Patio/Balcony/Yard									
Trash Pick-Up									
Fridge									
Microwave									
Stove/Oven									
Other									
CARPET & VINYL CONDITION:									
Entry Area									
Bedroom (Master)									
Bedroom (2)									
Bedroom (3)									
Loft Area									
Living Area									
Dining Area									
Kitchen									
Bathroom (1)									
Bathroom (2)									
Bathroom (3)									
Patio/Balcony									
FURNISHINGS:									
Plasma T.V.									
Washer									
Dryer									
Refrigerator									
Bedroom (Master)									
Bed(__queen,__twin)									



The Adler Apartments

Dresser(s)___									
Nightstand(s)___									
Desk Chair									
Desk									
Lamp_floor_table									
Mattress Set									
Other:									
Bedroom (2)									
Bed(__queen,__twin)									
Dresser(s)___									
Nightstand(s)___									
Desk Chair									
Desk									
Lamp_floor_table									
Mattress Set									
Other:									
Bedroom (3)									
Bed(__queen,__twin)									
Dresser(s)___									
Nightstand(s)___									
Desk Chair									
Desk									
Lamp_floor_table									
Mattress Set									
Other:									
Bedroom (4)									
Bed(__queen,__twin)									
Dresser(s)___									
Nightstand(s)___									
Desk Chair									
Desk									
Lamp_floor_table									
Mattress Set									
Other:									
Living Area									
Sofa:									
Chair:									
Coffee Table:									
Side Table:									
Lamp_floor_table:									
Other:									
Dining Area:									
Dining Table:									
4 Dining Chairs:									
Other:									
KEYS/REMOTES									
Unit Keys									
Common Area Key									
Mail Box (key)									
Key Fob									
Gym Key									
Smart Key									
Card Keys									
Garage/Remotes									
ID Cards									
MISCELLANEOUS									
Counters									
Tub(s)									
Shower(s)									
Showerdoor/tracks									
Toilet(s)									
Screens									
Other									
Date Performed:									
Landlord's Agent:									



According to state law:

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:

- (1) The compensation of a landlord for a tenant's default in the payment of rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy.
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

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 Lease and Security Deposit Refund Addendum, in order to avoid deductions from the security deposit.

The law allows the Landlord to use the security deposit for legal deductions itemized in this statement that are not corrected by the Tenant(s) prior to the termination of the tenancy or that were not identified due to the presence of the Tenant(s)' possessions during the time of the initial inspection. It also allows Landlord to use the security deposit to correct any damages that occur to the premises between the time of the initial inspection and the termination of the tenancy. An itemized statement will be sent to you within 21 calendar days after the Landlord has regained possession of the premises.

MOVE-IN COMMENTS:

(Tenant) Date (Tenant) Date

(Landlord's Agent) Date

INITIAL INSPECTION COMMENTS:

(Tenant) Date (Tenant) Date

(Landlord's Agent) Date

MOVE-OUT COMMENTS:

(Tenant) Date (Tenant) Date

(Landlord's Agent) Date

CONCESSION AGREEMENT

(Addendum to Fixed Term Lease or Lease Agreement)

Apt #: **113**

Resident(s): **Yanxin Lu and Xuewei Jiang**

Resident(s) have been granted the following Concession:

One-Time Concession:

Resident shall receive a one-time concession of **\$1,500.00** off the rent for **December, 2020. look and lease**

If Resident fails to fulfill the Terms of the Fixed Term Lease or Apartment Lease Agreement, Resident understands that they will be required to immediately repay to Landlord the full amount of any concession which was given at the time of move in or any time thereafter.

By signing below, the Resident agrees to and accepts the Terms of the Concession Agreement:



Signed by Yanxin Lu

Wed Nov 18 2020 02:58:38 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Resident)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:37:10 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Resident)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Owner)

Date

HOUSE RULES AND REGULATIONS

(Addendum to Fixed Term Lease)

Please be advised these provisions are general to R.W. Selby and Co., Inc. managed properties, therefore, some Rules and Regulations may not be applicable to your apartment community. The Rules and Regulations are for the protection and benefit of all and to assure safe and sanitary operation of the facilities. Failure to comply with the rules may result in barring violators from use of the recreational facilities.

APARTMENTS/GENERAL

- Please keep your kitchen appliances clean. Do not let grease collect in the broiler and above all, do not cover the racks and trays with aluminum foil as this practice may cause fire.
- Tenant(s) is responsible for stoppage of the sinks, drains, tubs, and garbage disposal. Please do not put paper towels, diapers, sanitary napkins, baby wipes or kitty litter in the toilets. Please do not put grease or hard or thick objects, food or otherwise, in the garbage disposal as these jam the blades and pipes. Please be sure to run cold water when properly disposing of waste in the garbage disposal and allow the water to run a few seconds afterwards.
- All doors must be kept closed and properly locked during absence of Tenant(s). Landlord cannot admit anyone into the Premises (not even household members) unless we receive written authorization from you.
- Lockouts. If you lock yourself out of the Premises after business hours, contact the Landlord via the emergency call number. Should it happen again, you will be subject to a **\$75.00** lockout charge.
- Care for Fiberglass/Tub and Shower Doors. For regular cleaning, use a wash cloth, warm water and any liquid cleaner or detergent, for example DOW Bathroom Cleaner. For stubborn stains, paint or tar, use acetone. Household cleaning solvents or bleaches using a nylon scouring pad may also be used. Please DO NOT use a metal scraper, steel wool, razor blades, etc. OR abrasive cleaners as they will damage the surface of the tub/shower. Dulled surfaces may be restored to their original shine by rubbing out the dulled area with a good automotive type cleaning or rubbing compound such as Dupont # 7 White Compound. The area then can be buffed out with a light application of automobile wax. Once the smooth shine is restored, the surface will, again, be easy to clean in a regular fashion.
- Do not install screen doors without obtaining written authorization from Landlord.
- Do not post or distribute flyers without Landlord's prior written consent.
- No satellite dishes, antennas or outside wire shall be installed without Landlord's prior written consent. Tenants\Guests\Visitors are not permitted on the roof at any time.
- Windows. Please do not place aluminum foil, decals or other material on any window. Draperies, blinds, shades, sunscreens or awnings of any type may not be installed on any part of the building without written authorization from the Landlord.
- No clothing, laundry, mops, etc. may be hung over the balconies, lanais, stairways or railings. Please do not use these areas for storage (for example bicycles and motorcycles) or any purpose other than plants and outdoor furnishings. If in doubt, please contact your Landlord.
- Barbeque Grills. Except for camping stoves or electric grills, no barbeque grills or other open flame devices are permitted without the written consent of the Landlord.
- You may only hold a party with your neighbor's and roommate's consent. If you do hold a party and your neighbors complain, you will be issued a warning. If a second complaint is received, then you must discontinue the party.
- If your management receives three noise complaints on three different nights regarding the Premises, you will be issued a warning. If we receive a fourth complaint we reserve the right to not renew the Lease.
- If management receives three nuisance complaints on three different days regarding smoke emanating from your unit, you will be issued a warning. If we receive a fourth complaint we reserve the right not to renew the Lease.

PARKING

- Landlord is not responsible for Tenant(s) or Guest/Visitors vehicle fire, theft, accident or articles stolen from vehicle whether vehicle is parked in the parking structure provided or on the street.
- Vehicles parked in any unauthorized area (including fire lanes, driveways, red zone, handicaps spaces without legal permission or reserved spaces), may be ticketed and/or towed at the vehicle owner's expense, with or without notice.
- Backing into parking spaces is not permitted. "Drive in" only.
- Cost of removal of excess oil leakage from parking spaces will be charged to the responsible Tenant.
- No car washing or oil changing is permitted on the property.
- No boats, trailers, house trailers, recreational vehicle, vans, trucks, and similar type vehicles larger than one half ton capacity shall be parked or stored in or about the Premises, except for purposes of loading and unloading.
- Parking Permits are nontransferable and valid only on the vehicle that the parking permit was issued to.

GUESTS/VISITORS

- Guests\Visitors are required to respect and abide by Terms and Conditions of the Lease and House Rules and Regulations.



The Adler Apartments

- Guests\Visitors are required to park in assigned spaces designated by Landlord and to show photo identification.
- Tenant(s) may have overnight guests for no more than 7 nights in any month.

SWIMMING POOL, SPA, AND RECREATION FACILITIES

- Please make note of the posted hours for each specific area.
- **NO LIFE GUARD ON DUTY:** All Tenants, Guests\Visitors using pool\spa facilities understand that they are doing so at their own risk. Landlord will not be responsible for any accident or injury to any person. Landlord will also not be responsible for lost, damaged or stolen articles.
- All persons under the age of **14** must be accompanied by an adult when using the pool\spa or recreational facilities.
- Proper swimming attire only (no undergarments, cut-off jeans, long pants or makeshift attire). No nudity shall be permitted.
- Any person known to be, or suspected of being afflicted with an infectious disease or wearing bandages shall be excluded from using the pool\spa\recreational facilities unless such person submits to Landlord a written statement, signed by a licensed physician confirming that the person does not present a health hazard to other facility users.
- **Absolutely NO diving or jumping from the pool edge.**
- Pool and spa conduct: running, games, or rowdiness are NOT permitted.
- Play equipment, toys, play balls, inflatable mats, inner tubes, air mattresses, diving and snorkeling gear are NOT permitted for reasons of safety, sanitation and filter control.
- DO NOT remove pool furniture, safety equipment, or recreational furnishings from their respective areas.
- Towels must be placed over pool furniture when using sun tan oils or other lotions.
- No food may be served or eaten in or around the pool area at any time without Landlord's consent. Refreshments may only be served in unbreakable containers. No glassware is permitted.
- No alcoholic beverages shall be served or consumed in or around the Pool area at any time. No person under the influence of alcohol beverages is permitted in or near the pool.
- No radios or other audio devices played through speakers or any musical instruments may be used in or around the Pool area without the consent of Landlord.
- Showering is required prior to pool use. Those using the pool shall dry themselves off before leaving the pool area.
- Safety equipment can only be used in case of an emergency.
- Tenant(s) and Tenant(s)' guests agree to abide by all applicable health and safety laws regarding pool/spa and recreational facilities use.
- All trash must be picked up and disposed of in appropriate containers when leaving pool\recreational areas.
- **GUESTS:** no more than two (2) Guests per unit will be allowed to use the facilities and must be accompanied by Tenant at all times. For Pool use, all guests must be accompanied by a Tenant who is 18 years or older and able to swim. Please ask your Landlord for information concerning daily, holiday or weekend Guest\Visitor limitations.
- If pool or spa are located on a rooftop, then
 1. All Tenant(s) and Guest(s) must leave the roof promptly at 8:00 p.m.
 2. Tenant(s) and Guest(s) shall be considerate of neighbors, including those in the buildings located next to and around the apartment community. There shall be no running, jumping, shouting or loud noises allowed on the roof.

FITNESS CENTER

- Use of the Fitness Center is a Tenant(s) privilege which may be revoked at any time for any reason deemed by the Landlord at its sole discretion to be appropriate. Access and use of the equipment, machinery, fitness room and areas related to the Fitness Center are not an amenity for, or part of the appurtenance to the rental of any unit. Termination of the use of and access to the same shall not constitute a breach of any obligation on the part of Landlord nor constitute grounds for rent reduction.
- Tenant will promptly report, in writing, any and all violations of the House Rules and Regulations in the Fitness Center, in the area related thereto and in the use or operation of machinery and equipment therein.
- The Tenant(s) understands Landlord shall not provide any supervision for the Fitness Center and that use of any equipment therein may be harmful to the Tenant(s) and/or Guests. Tenant(s) also understand that Landlord or any person acting on behalf of Landlord shall not counsel on the use or advisability of the use of equipment and machinery by any person. In the event that any exercise programs, demonstrations, charts or schedules may be present or available in the Fitness Center or the area connected to it, Landlord shall not be responsible for them, their correctness or advisability or for any repercussions that may result from them.
- Tenant(s) hereby agrees to assume all responsibility and liability for any injury or damage arising out of the use of the Fitness Center by Tenant(s) or Tenant(s)' Guests. Tenant(s) hereby releases and holds harmless Landlord, property manager, and their agents, employees, representatives and servants from any and all liability for such injury, loss or damage including legal fees and costs resulting from or connected with the use and/or the presence of Tenant(s) or Tenant(s)' Guests at the Fitness Center or the area connected thereto.
- Tenant(s) agree that Guests must be accompanied by Tenant(s) at all times. Maximum one guest per Tenant present. No access shall be permitted to Tenant(s) or Guests under the age of 14 years unless accompanied and supervised by an

The Adler Apartments

adult over the age of 18. Guests shall not be allowed access to the Fitness Center without first being informed of the strict provisions stated in this Addendum. Tenant(s) shall not permit violation of any Rule or Regulation by Guests.

- Use and access shall be limited to the hours posted or promulgated by Landlord. There shall be no loud noise any time in the Fitness Center. Moreover, Tenant(s) and Guests shall not smoke or consume alcohol any time in the Fitness Center. Tenant(s) or Guests shall not bring any glass container into the Fitness Center at any time.
- Please wipe down equipment with a towel once you are done and dispose of trash properly.

PETS

- No pets of any type are permitted on the property including no "visiting" pets or "pet-sitting." Only Tenants who have a signed Pet Addendum with paid Pet Deposits are allowed pets.

SMOKING

- While the apartment community is currently not a Smoke-Free Environment, smoking is **prohibited** in all **common areas** (i.e. lobbies, hallways, courtyards, laundry rooms, recreation areas etc.).
- **For Tenants Who Choose to Smoke:** Due to the high number of recent complaints filed against tenants who smoke inside their apartment unit, we strongly suggest you take action to prevent your smoking from affecting your neighbors. A neighbor may bring an action against a smoking tenant for causing a nuisance which interferes with their quiet use and enjoyment of their home.
- In order to mitigate the effects of your smoking within your unit, **we strongly suggest you implement the following preventative measures:**
 - Use air filtration devices that clean the air of smoke
 - Use a vaporizer or other devices which do not create a lot of smoke
 - Use other forms of nicotine to satisfy, such as ingestible forms
- Please remember that when your windows are open, the smoke travels into other units. **Open windows are not an effective air filtration device** for smoke when living in a multi-unit residential facility.

Tenant(s) Initial: _____



COMPUTER CENTER

- The computer center, computers, software and internet access are being provided as a complimentary benefit to Tenant(s) for personal use. Tenant(s)' guests are not allowed to use the Computer Center. You agree to use the computer center at your own risk. Landlord does not guarantee privacy regarding any of your activities on the computer, uninterrupted internet service or that there will not be power surges, loss of data, viruses etc. Tenant(s) agrees that Landlord shall not be liable for any damages or claims arising out of the use of the Computer Center, including but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud and copyright and trademark infringement. Tenant(s) shall be responsible for any damage to any equipment due to Tenant(s)' use. Tenant(s) agrees to abide by the following:
- Respect the Computer Center posted hours.
- No browsing websites containing pornography or sexually explicit material.
- You may not download any material to any computer's hard drive. Documents on the hard drive will be deleted nightly. You may download material on your own removable media; however, at no time may you use any computer or other equipment to download or upload pornography, sexually explicit material, copyrighted and/or trademarked material, viruses or any other material use of which is prohibited under the law.
- No sending unsolicited or junk mail.
- No food, drink or smoking is allowed in the Computer Center.
- All Computer Center equipment is electronically monitored and removal of any equipment will engage the alarm system.

QUIET HOURS

- Being considerate at all times is much appreciated; however, please be particularly thoughtful of your noise level **from 10:00 p.m. to 8:00 a.m.**

Landlord reserves the right to alter, amend, revoke, or add to the House Rules and Regulations in any way that it considers appropriate for the operation of the apartments and for maintenance of safety and order therein, for its care and cleanliness, or for the protection of the reputation thereof. When notice of any such alteration, amendment, and revocation or addition is given to any Tenant(s), it shall have the same force and effect as if originally made a part of the House Rules and Regulations. The Landlord and property manager are not responsible to any Tenant(s) for the non-observance or violation of these Rules and Regulations by any other Tenant(s). Please familiarize yourself, your family, guests and visitors with the above Rules and Regulations. Your cooperation is appreciated. Please feel free to call the leasing office if we can be of further assistance to you in any way.



The Adler Apartments

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:07 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (*Tenant*)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:37:52 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (*Tenant*)

Date

PEST CONTROL NOTIFICATION

(Addendum to Fixed Term Lease)

State law requires that you be given the following information: 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 Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. The apartment community may be treated for the following pests as frequent as once a week: roaches, ants, spiders, silverfish, sow bugs, earwigs, crickets, rats, mice, beetles and waterbugs. If within 24-hours following application you experience symptom similar to common season illness comparable to the flu, contact any of the following: your pest control operator, for Health Questions: County Agriculture Commission - Orange (714) 447-7100, Los Angeles (626) 575-5472, Riverside (951) 955-3045, San Bernardino (909) 387-2015, Ventura (805) 933-3165. And for Regulatory Information: Structural Pest Control Board - 1418 Howe Ave., #18, Sacramento, CA 95825-3204, (916) 561-8700.

CHEMICALS (ACTIVE INGREDIENTS)

- | | |
|--|---|
| Advance - (Abamectin) | Maxforce Ant Stations - (Fipronil) |
| Avert - (Abamectin) | Maxforce Roach Gel - (Hydramethylnon) |
| Bora-Care - (Disodium Octaborate Tetrahydrate) | Maxforce Roach Stns - (Fipronil) |
| BP100 - (Pyrethrins) | Merit 75WP - (Imidacloprid) |
| BP300 - (Pyrethrins) | Precor 2000 - (Methoprene) |
| Catalyst - (Propetamphos) | Phantom - (Chlorfenapyr: 4-bromo-2(4-chlorophenyl) -
1-ethoximethyl)-5-(trifluoromethyl)-1H-pyrrole-3-carbonitrile |
| CB 80 - (Pyrethrins) | Purge III - (Pyrethrins) |
| Delta Dust - (Deltamethrin) | Suspend SC - (Deltanethrin) |
| Delta Gard - (Deltamethrin) | Suspend SC - (Deltanethrin) |
| Demand - (Lambda - Dyhalothrin) | Talon G - (Brodifacoum) |
| Demand - (Lambda - Dyhalothrin) | Tempo - (Cyano) |
| Dragnet - (Permething) | Termidor - (Fipronil) |
| Fumitoxin - (Aluminum Phosphide) | Timbor - (Disodium Octaborate Tetrahydrate) |
| Gropher Getter II - (Indadione) | Wasp Freeze - (Allethrin) |
| Ground Squirrel Bait - (Chlorophacinone) | |
| Intruder XPX 20 - (Propoxur) <Cast #114-26-1> | |
| Maxforce Ant Bail Gel - (Fipronil) | |
| Maxforce Ant Granules - (Hydramethylnon) | |

I have read the disclosure and Chemical List, and I understand that any of the chemicals may be used to treat a pest control problem in or around common areas or my apartment.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:11 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Tenant)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:38:03 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Tenant)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Landlord's Agent)

Date



ADDENDUM FOR CRIME AND DRUG FREE HOUSING

(Addendum to Fixed Term Lease)

We realize that crime is a genuine concern to all Tenant(s) and take the matter very seriously. For this reason, Tenant(s) represents and agrees as follows:

1. Tenant(s), members of Tenant(s)' household and any guests or other persons under the control of Tenant(s) **shall not engage in any criminal activity, on or near the Premises or Unit or building, including but not limited to, drug-related criminal activity, prostitution, any acts of violence, threatening or intimidating behavior, assault, unlawful discharge of fire arms, or brandishing of any weapon whatsoever, or any breach of the Lease which jeopardizes the health, safety and welfare of other residents, Landlord, or any other person whomsoever, or involves imminent serious property damage.** "Drug-related criminal activity" means the illegal manufacture, sale, use, distribution 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. Tenant(s), members of the Tenant(s)' household, and any guest(s) or other persons under the control of Tenant(s)' **shall not engage in any act intended to facilitate criminal activity,** including drug-related criminal activity, or illegal defacement of property with graffiti or otherwise, on or near the Premises or building.
3. Tenant(s) and any member of the Tenant(s)' household **shall 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. Tenant(s) **shall report any drug related activity such as but not limited to drug possession, sales or use taking place in the Premises** or apartment community to Landlord. In the event that the Tenant(s) does not report such activity to the Landlord and Landlord discovers such activity taking place in the Premises and/or unit, then Landlord reserves the right to terminate this Lease and evict Tenant(s) from the Premises.
5. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS LEASE AND GOOD CAUSE FOR THE TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material non-compliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
6. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:14 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Tenant)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:38:11 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Tenant)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Landlord's Agent)

Date

ARBITRATION ADDENDUM

(Addendum to Fixed Term Lease)

1. Any arbitration arising under this Lease shall be adjudicated by and according to the Rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act (FAA) governs this Agreement, and this Agreement is to be interpreted in a manner consistent with the FAA.
2. Arbitration is a dispute resolution process that is entered into by parties in lieu of court proceedings. Similar to court proceedings, parties present their cases to a neutral third party. This neutral third party decides what rights and obligations each party has. There is no jury involved in arbitration. Any decision made by this neutral third party shall be binding upon all parties and enforceable under the full force of law. Cost of arbitration can vary on a case by case basis. More information regarding the arbitration process and a roster of arbitrators can be accessed at www.adr.org.
3. The following provisions of the California Civil Code are disclosed to Tenant(s) in relation to the tenantability of the Premises and arbitration of disputes or claims arising from the tenantability of the Premises pursuant to Paragraph 16 of the Lease:

[1941.] Section Nineteen Hundred and Forty-one. The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine.

1941.1. A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:

- (a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- (b) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order.
- (c) A water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.
- (d) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order.
- (e) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.
- (f) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
- (g) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.
- (h) Floors, stairways, and railings maintained in good repair.
- (i) A locking mail receptacle for each residential unit in a residential hotel, as required by Section 17958.3 of the Health and Safety Code. This subdivision shall become operative on July 1, 2008.

1941.2. (a) No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:

- (1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.
- (2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person on the premises, with his permission, 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, nor himself do any such thing.
- (5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

(b) Paragraphs (1) and (2) of subdivision (a) shall not apply if the landlord has expressly agreed in writing to perform the act or acts mentioned therein.

1941.3. (a) On and after July 1, 1998, the landlord, or his or her agent, of a building intended for human habitation shall do all of the following:

- (1) Install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit. The dead bolt lock shall be installed in conformance with the manufacturer's specifications and shall comply with applicable state and local codes including, but not limited to, those provisions relating to fire and life safety and accessibility for the disabled. When in the

locked position, the bolt shall extend a minimum of 13/16 of an inch in length beyond the strike edge of the door and protrude into the doorjamb.

This section shall not apply to horizontal sliding doors. Existing dead bolts of at least one-half inch in length shall satisfy the requirements of this section. Existing locks with a thumb-turn deadlock that have a strike plate attached to the doorjamb and a latch bolt that is held in a vertical position by a guard bolt, a plunger, or an auxiliary mechanism shall also satisfy the requirements of this section. These locks, however, shall be replaced with a dead bolt at least 13/16 of an inch in length the first time after July 1, 1998, that the lock requires repair or replacement.

Existing doors which cannot be equipped with dead bolt locks shall satisfy the requirements of this section if the door is equipped with a metal strap affixed horizontally across the midsection of the door with a dead bolt which extends 13/16 of an inch in length beyond the strike edge of the door and protrudes into the doorjamb. Locks and security devices other than those described herein which are inspected and approved by an appropriate state or local government agency as providing adequate security shall satisfy the requirements of this section.

(2) Install and maintain operable window security or locking devices for windows that are designed to be opened. Louvered windows, casement windows, and all windows more than 12 feet vertically or six feet horizontally from the ground, a roof, or any other platform are excluded from this subdivision.

(3) Install locking mechanisms that comply with applicable fire and safety codes on the exterior doors that provide ingress or egress to common areas with access to dwelling units in multifamily developments. This paragraph does not require the installation of a door or gate where none exists on January 1, 1998.

(b) The tenant shall be responsible for notifying the owner or his or her authorized agent when the tenant becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit. The landlord, or his or her authorized agent, shall not be liable for a violation of subdivision (a) unless he or she fails to correct the violation within a reasonable time after he or she either has actual notice of a deficiency or receives notice of a deficiency.

(c) On and after July 1, 1998, the rights and remedies of tenant for a violation of this section by the landlord shall include those available pursuant to Sections 1942, 1942.4, and 1942.5, an action for breach of contract, and an action for injunctive relief pursuant to Section 526 of the Code of Civil Procedure. Additionally, in an unlawful detainer action, after a default in the payment of rent, a tenant may raise the violation of this section as an affirmative defense and shall have a right to the remedies provided by Section 1174.2 of the Code of Civil Procedure.

(d) A violation of this section shall not broaden, limit, or otherwise affect the duty of care owed by a landlord pursuant to existing law, including any duty that may exist pursuant to Section 1714. The delayed applicability of the requirements of subdivision (a) shall not affect a landlord's duty to maintain the premises in safe condition.

(e) Nothing in this section shall be construed to affect any authority of any public entity that may otherwise exist to impose any additional security requirements upon a landlord.

(f) This section shall not apply to any building which has been designated as historically significant by an appropriate local, state, or federal governmental jurisdiction.

(g) Subdivisions (a) and (b) shall not apply to any building intended for human habitation which is managed, directly or indirectly, and controlled by the Department of Transportation. This exemption shall not be construed to affect the duty of the Department of Transportation to maintain the premises of these buildings in a safe condition or abrogate any express or implied statement or promise of the Department of Transportation to provide secure premises. Additionally, this exemption shall not apply to residential dwellings acquired prior to July 1, 1997, by the Department of Transportation to complete construction of state highway routes 710 and 238 and related interchanges.

1941.4. The lessor of a building intended for the residential occupation of human beings shall be responsible for installing at least one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order, shall ensure that the inside telephone wiring meets the applicable standards of the most recent National Electrical Code as adopted by the Electronic Industry Association, and shall make any required repairs. The lessor shall not restrict or interfere with access by the telephone utility to its telephone network facilities up to the demarcation point separating the inside wiring.

"Inside telephone wiring" for purposes of this section, means that portion of the telephone wire that connects the telephone equipment at the customer's premises to the telephone network at a demarcation point determined by the telephone corporation in accordance with orders of the Public Utilities Commission.

1942. (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidations rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or

The Adler Apartments

other applicable statutory or common law.

1942.1. Any agreement by a lessee of a dwelling waiving or modifying his rights under Section 1941 or 1942 shall be void as contrary to public policy with respect to any condition which renders the premises untenantable, except that the lessor and the lessee may agree that the lessee shall undertake to improve, repair or maintain all or stipulated portions of the dwelling as part of the consideration for rental.

The lessor and lessee may, if an agreement is in writing, set forth the provisions of Sections 1941 to 1942.1, inclusive, and provide that any controversy relating to a condition of the premises claimed to make them untenantable may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and that the costs of such arbitration shall be apportioned by the arbitrator between the parties.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:22 PM PST

Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (*Tenant*)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:38:25 PM PST

Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (*Tenant*)

Date

NO SECURITY REPRESENTATIONS

(Addendum to Fixed Term Lease)

SECURITY POLICY: We realize that security is a genuine concern to all Tenants. Although there is no way for us to guarantee protection for Tenants who live at our apartment community, we feel that it is important for us to outline the steps that we take with respect to security issues. The most important step we take is to keep you informed of what we expect you to do for yourself. We believe that by keeping our Tenants educated on security, the Tenants will be able to take whatever measures they feel are necessary to protect themselves, their guests and their respective personal belongings. The purpose of this Addendum is to explain the Landlord's security philosophy, and to inform you of the steps you can take to protect yourself.

1. Responsibility for your security. No matter what steps we take with respect to security issues, it is absolutely imperative that you realize that there is nothing we can do to prevent crime from occurring. Unfortunately, crime appears to be a fact of life when living in a major U.S. city. There is no guarantee that any effort by either the Landlord or the Landlord's property manager will in any way increase any Tenant's personal security or the safety of a Tenant's family or guest or their respective belongings. Landlord and its property manager cannot assume responsibility for the criminal actions of third parties. Property staff are not trained police officers and have no greater legal right or ability to stop crime or enforce laws than you do. Your best way to protect against crime is to take any and all precautions you can to respect security issues. It is important each Tenant recognize that it is local law enforcement agencies as well as the Tenant who are responsible for the Tenant's security and the security of all guests. You should contact the local law enforcement agency directly if you are in need of security services. Landlord has no duty of security or personal safety except to proceed with reasonable diligence after notification of a security issue.
2. Security Devices. Landlord will comply with all requirements of state law with respect to providing security devices to units at the property. At the commencement of your occupancy your Premises are equipped with: 1) Window latches on each exterior window; and 2) Doorknob locks on each exterior door. Upon written request to the management office, and at your expense, we will perform additional re-keying or change a security device.
3. Lighting. The property is lit during evening hours. However, no matter how much lighting is provided, we cannot eliminate all potential hiding places in the common areas of the apartment community. If you have occasion to walk around the community at night, we urge you to refrain from walking alone. Also, always attempt to walk in well lit areas. Please report unlit bulbs in common areas to Landlord or property manager.
4. Pedestrian and automobile access gates. Landlord has furnished controlled access gates ("Gates") on the apartment community for the sole purpose of protecting the property of Landlord and not for Tenant's personal security. Tenant acknowledges that these Gates or any similar devices are nothing more than mechanical devices and that they can be circumvented, hurdled, rendered inoperative or break down at any time; the Gates cannot eliminate unwanted intruders with a criminal intent; and the Gates also have no effect on persons who properly gain entry to the apartment community, but then perform criminal deeds. Do not rely upon the access gates for your personal safety or the safety of your guests, occupants or personal belongings. Landlord does not represent that these Gates will increase anyone's personal security. Furthermore, Landlord's installation or use of the Gates does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security for Tenant(s) and his or her guests and/or invitees, nor does it in any way obligate Landlord to continue to maintain the Gates. Landlord may alter or remove gates without notice.
5. Suggestions regarding security issues. We are relying on you to be as cautious as possible with respect to your property and your surroundings. Although you may develop your own security program as you desire, you acknowledge that we have given you the following suggestions to follow:
 - a. Always be aware of your surroundings and use common sense in matters concerning your security.
 - b. Leave a light on in the apartment when you leave. Inexpensive timers are available that can be set automatically operate lights and radios at appropriate times. When planning to be away for extended periods, notify the property manager of your plans and where you can be reached.
 - c. Always make sure that doors and gates close and latch behind you, and notify Landlord or property manager immediately in writing should you discover that the function of any door or gate is impaired.
 - d. Never let strangers into controlled areas of the apartment community. Demand credentials from all maintenance and repairmen, or salesmen before admitting them into your home. Never give out your keys.
 - e. Always contact the local law enforcement agency whenever you are in need of security services. Do not contact the answering service, the management office or any on-site employees as this can only delay response time.
 - f. Keep the telephone number of the local law enforcement agency in a readily accessible place and call "911" in the event of an emergency.
 - g. Get to know your neighbors. Be able to recognize whether there are strangers in your area of the community.
 - h. Contact the local law enforcement agency if you see that your neighbor's security is threatened, and request that your neighbors do the same for you.
 - i. Always lock your unit's doors whenever you leave your unit even if you will be gone momentarily, or when you are in

The Adler Apartments

your apartment.

- j. Close blinds at night and keep valuables out of sight.
- k. Always lock your car door whenever it is left unattended in the parking lot.
- l. If you have occasion to walk around the community at night, try to refrain from walking alone.
- m. Be sure that you have sufficient amount of insurance on your own person, and your personal belongings.
- n. Be aware of criminal activity in the area. Immediately report any suspicious persons, strange vehicles or unusual activity to the property manager and/or local law enforcement. Please report any soliciting to property manager as this activity is prohibited.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:27 PM PST

Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (*Tenant*)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:38:34 PM PST

Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (*Tenant*)

Date

CALIFORNIA'S PROPOSITION 65 WARNING

(Addendum to Fixed Term Lease)

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. This Addendum provides you with warning and information on what chemicals may be present within the Premises or apartment community 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 maybe permitted 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 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. Certain molds that may be present contain chemicals, including sterigmatocystin, known to the State of California to cause cancer.

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.

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 use 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, and other small internal combustion engines, contain or produce chemicals, fuels and engine exhaust and can cause exposures to Proposition-65 chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust which are known to the State 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.

Pest Control and Landscaping.

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

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:31 PM PST

Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Tenant)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:38:40 PM PST

Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Tenant)

Date



KEY/SMART CARD ISSUANCE CHARGES

(Addendum to Fixed Term Lease)

The following keys and access devices were issued to Tenant(s): **Replacement cost per key:**

Apartment Key(s)	2	\$10.00 Each
Perimeter Key(s)	2	\$100.00 Each
Mailbox Key(s)	2	\$10.00 Each
Roof Key(s)	0	\$100.00 Each
Gym Key(s)	0	\$100.00 Each
Remote Control(s)	0	\$50.00 Each
Parking Permit(s)	0	\$50.00 Each
Key Fob(s)	0	\$100.00 Each

Tenant(s) understands that the item(s) issued to Tenant(s) are property of Landlord and that the items have monetary value. All items must be surrendered to Landlord upon move-out in good and working condition. In the event that any item is lost or damaged, Tenant(s) shall pay the Replacement Cost to Landlord. After Tenant(s) pays Replacement Cost to Landlord, Landlord shall provide Tenant(s) with a replacement for the item if such payment is made during Tenant(s)' tenancy. If Tenant(s) fails to pay Replacement Cost to Landlord, when applicable, then the Replacement Cost shall be deducted from Tenant(s)' Security Deposit.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:34 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (*Tenant*)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:39:01 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (*Tenant*)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Landlord's Agent)

Date

NOTICE OF CITY OF LOS ANGELES HOUSING DEPARTMENT CODE FEE

(Addendum to Fixed Term Lease)

Several programs have been designed to eliminate slum housing and protect Tenant(s) in Los Angeles. The City of Los Angeles Housing Department (LAHD) governs such programs. The Habitability Enforcement Program (HEP) is a Tenant initiated complaint process within LAHD.

Pursuant to LAMC Ordinance No.172537, the Landlord may collect a monthly rent surcharge from the Tenant of 1/12th of the annual Code Enforcement Fee it pays to LAHD.

This surcharge is included as a part of the adjusted Base Rent. The Code Enforcement surcharge is currently **\$3.61** per month which is already included in the Base Rent as defined in the Lease. The Code Enforcement surcharge is subject to periodic increases by the Los Angeles Housing Department. Landlord reserves the right to pass this increase onto Tenant(s) after providing 30 days written notice of the increase, regardless of the Expiration Date of the Lease.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:41 PM PST

Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (*Tenant*)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:39:11 PM PST

Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (*Tenant*)

Date

BED BUGS ADDENDUM

(Addendum to Fixed Term Lease)

It is our goal to maintain the highest quality living environment for our Tenants. Landlord has inspected the unit prior to lease and knows of no bedbug infestation. Tenant(s) agrees to inspect the Premises within 48 hours after move-in for any signs of bed bugs and agrees to notify Landlord immediately if any signs are present. Tenant(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

Y. L.
194B3971

X. J.
2FD8ABDB

Tenant(s) initial to acknowledge the foregoing

Tenants 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 will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. Tenant(s) agrees to maintain the Premises in a manner that prevents the occurrence of a bedbug infestation in the Premises. Tenant(s) agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant(s) shall practice good housekeeping, including the following:
 - a. Tenant(s) shall check for hitch-hiking bedbugs. If you stay in a hotel or in another home. Please inspect your clothing, luggage, shoes, and belongings for signs of bed bugs prior to entering the Premises. Also check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - b. Tenant(s) shall remove clutter, as bed bugs like dark, concealed places such as in and around piles of clothing, shoes, stuffed animals, laundry and especially under the bed and in closets.
 - c. Tenant(s) shall keep Premises clean by vacuuming and dusting regularly especially around and under the bed, drapes and furniture.
 - d. Tenant(s) shall arrange the furniture to minimize hiding spaces for bed bugs by keeping beds and upholstered furniture several inches away from the wall.
 - e. Tenant(s) shall cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive and prevent the bed bugs from getting inside the mattress, their favorite nesting spot.
 - f. Tenant(s) shall avoid using furnishings that have not been thoroughly inspected for the presence of bed bugs.
 - g. Tenant(s) shall report any signs of bed bugs immediately.
2. Tenant(s) shall cooperate with pest control efforts. If the Premises or a neighboring unit is infested with bed bugs, then pest control may be called in to apply pesticides. Tenant(s) shall comply with the recommendations from the pest management professionals including:
 - a. Remove all bedding, drapes, curtains, and small rugs. Bag these and send to a dry cleaner for cleaning.
 - b. Check mattresses carefully. Mattresses with minimal infestation can be cleaned and encased in vinyl while mattresses with heavy infestation shall be sealed in plastic and properly disposed.
 - c. Empty dressers, nightstands and closets, inspecting every item for signs of bed bugs. Bag washable and non-washable items separately. Discard any used bags.
 - d. Vacuum all carpets and furniture including inside drawers, nightstands, mattresses, box springs and upholstered furniture. Dispose of vacuum bags carefully.
 - e. Clean all machine-washable bedding, drapes, clothing, etc. using the hottest water that the machines provide and dry at the highest setting. Take the other items to the dry cleaners.
 - f. Move all furniture towards the center of the room so that carpet edges where the bed bugs congregate can be treated.
3. Tenant(s) agrees that Tenant(s) shall bear any costs associated with treating any bed bug infestation in the Premises, unless Tenant(s) informs Landlord of infestation within 48 hours of move-in.
 - a. Tenant(s) shall bear any and all cost(s) of relocation resulting from bed bug infestation (unless reported within 48 hours of move-in to Landlord) whether temporarily to a hotel during treatment or permanently to another unit or property if such relocation is necessary or agreed by all the parties.
4. Tenant(s) agrees to indemnify and hold harmless Landlord and Landlord's agent(s) from any actions claims, losses, damages and expenses (including, but not limited to, attorneys' fees, costs of actual treatment for the Premises as well as other units if infestation spreads, and costs to clean any belongings that were infested) that Landlord or its agent(s) may sustain or incur as a result of the negligence of Tenant(s) or any guest or other person living in, occupying or using the Premises, including failure to promptly report any signs of bedbugs.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu
Wed Nov 18 2020 02:59:48 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Resident)

Date



Signed by Xuewei Jiang
Wed Nov 18 2020 02:39:21 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Resident)

Date



COVID-19 ADDENDUM

This COVID-19 Addendum ("**Addendum**") is made part of the Residential Lease/Rental Agreement ("**Agreement**") dated **November 21, 2020**, between **Yanxin Lu and Xuewei Jiang** ("**Tenant**" and "**you**") and **The Adler Apartments** ("**Landlord**" and "**us**") for the unit at **11950 Idaho Avenue #113, Los Angeles, CA 90025** (the "**Premises**") in the **The Adler Apartments** community (the "**Property**"). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

1. DEFINITIONS.

- a. **LANDLORD'S RELATED PARTIES:** The property manager and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and the property manager.
- b. **TENANTS'S RELATED PARTIES:** Other co-Tenants, occupants of the Premises, members of your household, your family, guests, agents and others under your control.

2. **COMMON AREA AMENITIES.** If the Premises is part of a multi-family residential complex, various services, equipment and facilities ("**Common Area Amenities**") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Premises, within the Property, that are provided and designated by us for the general non-exclusive use of Property Tenants. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. We may restrict Common Area Amenity usage, including, but not limited to, closing any given Common Area Amenity in full, for cleaning or safety reasons.

3. **ILLNESS.** If you (or a household member) develops COVID-19 symptoms, or test positive for the virus, seek advice (from your health care professional), and guidance (from the CDC, the California Department of Health, and the County Health Department), and follow their recommendations prior to considering any usage of any Common Area Amenity. **If it is recommended that you or a member of your household self-quarantine or isolate to avoid creating risk for others, do not use Common Area Amenities.**

4. **ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE.** While we may take protective measures, we do not guarantee that Common Area Amenities, or the people in them, will be virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has COVID-19). To protect yourself and others, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the California Department of Health, and the County Health Department, other governmental agencies, and your health care provider(s), and use common sense. These precautions may include (but are not limited to) the following:

- wash your hands after touching any Common Area Amenity;
- avoid touching your face;
- maintain social distancing (6 feet);
- wear masks when outside of your Premises;
- do not exceed maximum group size established by Federal, state and local requirements, restrictions and recommendations.
- comply with any and all health orders issued by Federal, state, and local health authorities

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** For safety reasons, we may:

- utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);
- close or modify the leasing office
- offer alternate payment methods
- offer online lease renewal
- utilize other technology
- restrict or regulate Common Area Amenities use
- limit maintenance to emergency maintenance only, and defer non-essential maintenance.

November 17, 2020

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- change other business practices to reduce risk

Ask us if you have any questions about our current policies, which will change over time.

6. ASSUMPTION OF RISK AND WAIVER. To the maximum extent allowed by law:

- use of the Common Area Amenities is at the sole risk of you and your Related Parties;
- you assume all risk of harm, and waive all claims against Landlord and Landlord’s Related Parties, resulting from COVID-19, regardless of the suspected or actual cause of COVID-19 at the Property, even if caused by the negligence of Landlord and Landlord’s Related Parties;
- you agree that any COVID-19-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against Landlord and Landlord’s Related Parties.
- you agree that any suspected or actual COVID-19 symptoms or diagnosis experienced or received by any Tenant or any Tenant’s Related Parties shall not constitute a basis for terminating this Lease prior to its expiration date or any temporary or permanent reduction in rent.

7. CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES. You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- Must comply with all Landlord rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. We may periodically modify Landlord’s rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property; if there is a conflict or discrepancy between any rule of Landlord and any law, statute, ordinance and/or requirement of a governmental entity, you must follow the more restrictive rule or regulation in the interest of public health.
- Are responsible for personal injury or property damage, including damage to the Premises and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us and Landlord’s Related Parties harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

8. COMPLIANCE. Your compliance with this Addendum is important to ensure safety (of you, your Related Parties, Landlord’s Related Parties and others). Please help keep yourself and others safe and healthy. Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy.

9. PARTIAL INVALIDITY. If any portion of this Addendum and any rules or regulations issued by Landlord is unenforceable or invalid, that portion will have no effect, but all the remaining provisions will remain in full force.



Signed by Yanxin Lu

Wed Nov 18 2020 02:59:54 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Resident)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:39:35 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Resident)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Agent for Owner)

Date



INSURANCE ADDENDUM

(Liability Insurance Requirement)

This Agreement is made between **The Adler Apartments** ("Landlord") and **Yanxin Lu and Xuewei Jiang** ("Tenant(s)") with reference to that certain Fixed Term Lease Agreement entered into by and between Landlord and Tenant(s) for the property located at **11950 Idaho Avenue #113, Los Angeles, CA 90025** commencing on **November 21, 2020**.

In the interest of protecting Tenant(s) from potential exposure to catastrophic liability, Landlord requires that Tenant(s) obtain renter's insurance in order to rent at the Property. The following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, Tenant(s) could be held responsible for: a) Tenant's babysitter injures herself in the unit; b) Tenant's defective electrical extension cord starts a fire which causes damage to the building; c) Tenant forgets to turn off the stove and leaves the apartment, causing a fire in the building. Landlord's insurance would NOT cover tenant(s) in the event of a fire caused by Tenant'(s) negligence.

Understanding the importance of obtaining renter's insurance, Tenant(s) agrees to obtain and maintain, at Tenant'(s) sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance ("Renter's Insurance"), protecting against liability to third parties with a coverage limit of not less than **\$100,000.00** per occurrence ("Insurance Requirement"). Such liability insurance does not protect Tenant(s) against loss or damage to Tenant'(s) personal property or belongings. Therefore Tenant(s) may, at its discretion, also purchase an insurance policy covering Tenant's personal property or belongings.

Landlord(s) retains the right to hold Tenant'(s) responsible for any losses in excess of Tenant'(s) insurance coverage or for damages not covered. Tenant(s) acknowledge that Tenant(s) is not considered a co-insured of the Landlord and not protected under Landlord's fire insurance.

Tenant(s) further acknowledges that Landlord has made available the option to purchase policies of Renter's Insurance directly from **Assurant Specialty Property**. As a convenience for our residents to obtain this insurance, we partnered with **Assurant Specialty Property**, a leading provider of renters insurance for apartment communities nationwide. However, Tenant(s) is under no obligation to purchase through **Assurant Specialty Property** and can secure coverage through any agency or insurance company of Tenant'(s) choice provided such insurance meets the Landlord's minimum requirements. If you arrange your own Renter's Insurance from a company other than **Assurant Specialty Property**, Tenant(s) agrees to provide Landlord with written proof of this insurance coverage. The insurance company is required to provide notice to Landlord within 30 days of any cancellation, non-renewal, or material change in Tenant'(s) coverage. To ensure this, the Landlord must be named as an "Interested Party" or "Party of Interest" (or similar language) on the renter's insurance policy. Landlord's insurance company will have rights of subrogation.

Tenant(s) hereby makes the following election with respect to Renter's Insurance (INITIAL ONE):

Tenant(s) agrees to purchase personal liability insurance from **Assurant Specialty Property**. Tenant(s) may access more information about **Assurant Specialty Property** and their insurance products by visiting www.letsbuyinsurance.com or by calling **855-846-9278**.

OR

Tenant(s) agrees to maintain a policy of **\$100,000.00** in personal liability insurance from an insurance company of Tenant(s)' choosing. If Tenant(s) elects to purchase the required personal liability insurance from a company other than **Assurant Specialty Property**, Tenant(s) will provide Landlord with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of the Lease, any subsequent renewal periods and from time to time thereafter upon Landlord's request.

 Y.L.
194B3971

 X.J.
2FD8ABDB

(Initials)

Tenant acknowledges that failure to provide written proof and maintain the Insurance Requirement shall be a Default in accordance under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. In the event of any conflict between the terms of this Addendum and other terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has the purpose of the Lease.



Signed by Yanxin Lu

Wed Nov 18 2020 03:00:01 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Resident)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:39:50 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Resident)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Agent for Owner)

Date



MILDEW/MOLD/FUNGUS ADDENDUM

(Addendum to Fixed Term Lease)

It is our goal to maintain the highest quality living environment for our Tenants. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Molds and fungi are everywhere in our indoor and outdoor environments. In fact, they play an important and necessary role in decomposition and breaking down of organic matter. There are a number of factors that influence the growth of mold: environmental humidity (including water and dampness), moisture content of materials, temperature, air circulation, light, and the chemical composition of potential substances. Water intrusion can be caused by flooding, backed-up sewers, leaky buildings, humidifiers, plumbing leaks, steam, poor housekeeping, wet clothes, appliances (such as dishwasher and washer/dryer) not properly vented, moisture condensing on windows and on walls in the kitchen and bathroom, inadequate air circulation in the Premises due to closed doors and windows, etc. If there is mold growing, you can reduce its spread by reducing or eliminating the water source, encouraging proper ventilation, and drying out the area.

Please refer to the Tenant Protocol on Household Mold below. Tenant(s) shall be liable for damage sustained to the Premises or the Tenant(s)' person or property as a result of Tenant(s)' failure to adhere to the procedures on the Tenant Protocol on Household Mold.

TENANT PROTOCOL ON HOUSEHOLD MOLD

Tenants can help minimize mold growth in their apartment homes by taking the following actions:

- Open your windows: Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout your apartment. In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 50 degrees and 80 degrees Fahrenheit within your apartment at all times.
- Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfection cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom. Use the exhaust fans in your kitchen when cooking.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use. Do not block any air vents.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up with in the washer and dryer closet: if condensation does accumulate, dry with a fan or towel.
- Thoroughly dry any spills or pet urine on carpeting, and remove standing water on bathroom floors.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Immediately report to the management office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation, or air- conditioning ducts in your apartment.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your apartment.

Tenant(s) acknowledges having read, understood and agrees to abide by the attached Tenant Protocol on Household Mold.



Signed by Yanxin Lu

Wed Nov 18 2020 03:00:05 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Resident)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:39:56 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Resident)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Agent for Owner)

Date



UTILITY ADDENDUM

(DISCLOSURE OF TENANT'S FINANCIAL RESPONSIBILITY FOR UTILITIES)

This Utility Addendum is hereby incorporated into the Lease Agreement entered into between Landlord and Tenant(s).

- A.** Landlord and Tenant(s) hereby agree to the billing described below for each of the following utilities and services provided to the Premises and the apartment community (check only if applicable): Water Sewer Trash Removal Electric Gas Energy* Pest Control Other: (describe) _____ (all of such utilities and services are collectively referred to as the "Utilities").
- B.** Tenant(s)' monthly Base Rent under the Lease does not include a charge for the Utilities. Instead, Tenant(s) shall pay that amount stated in a monthly billing statement received by Tenant(s) each month from a billing service provider designated by Landlord ("Utility Bill").
- C.** Each Utility Bill shall be based on the previous period's actual bills for the Utilities and allocated to Tenant(s) pursuant to an allocation method as further described below.
- D.** Tenant(s) represents that all occupants that will be residing in the Premises are accurately identified in the Lease. Although Tenant(s) does not have the right to allow occupants who are not identified in the Lease to reside in the Premises, Tenant(s) agrees to promptly notify Landlord of any change in such number of occupants.
- E.** Amounts due for utility services that are billed by our billing service provider are considered additional rent and to the extent permitted by law, any delinquent payment of a Utility Bill shall be considered a default under the Lease to the same extent and with the same remedies to Landlord (including, without limitation, the right to bring an unlawful detainer action for eviction against Tenant(s) and the right to impose late fees and other related charges and fees) as if Tenant(s) had been delinquent in Tenant(s)' payment of Base Rent.
- F.** Tenant(s) will be charged for the full period of time that Tenant(s) was living in, occupying, or responsible for payment of rent or the Utilities for the Premises. If Tenant(s) breaks or breaches the Lease, Tenant(s) will be responsible for all charges for the Utilities through the time that Tenant(s) vacates the Premises. When Tenant(s) vacates the Premises, all charges for the Utilities must be paid by the move out date. To the extent permitted by law, any unpaid charges for the Utilities at the time of move-out will be deducted from the Security Deposit being held by Landlord under the Lease.
- G.** Tenant(s) acknowledges that Landlord makes no representations or warranties regarding the actual or estimated utility rates or costs associated with the provision of utility services to the premises or the communities.
- H.** Tenant(s) further agrees that it is impractical or extremely difficult to determine the exact amount of utilities consumed by residents (and/or in the common areas) but that the methods described herein used to determine Tenant(s)' share of the Property's actual Costs, which may not reflect Tenant(s)' actual usages are fair and reasonable.
- I.** Landlord is not liable for any losses or damages Tenant(s) incurs as the result of outages, interruptions, or fluctuations in utilities provided to the Premises unless such loss or damage was the direct result of gross negligence of Landlord. Tenant(s) releases Landlord from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Premises due to such outages, interruptions, or fluctuations.
- J.** Because many utilities have long billing cycles, Landlord may not have the actual utility bill in hand at the time Landlord processes Tenant(s) move-out charges. In that circumstance, Landlord reserves the right estimate the utility charges for Tenant(s) based on typical or average consumption.
- K.** The apartment community's utility costs may be reduced by some percentage for allocation of common area usage, which cost is absorbed by the Landlord, thus reducing the amount of the bill allocated to individual tenants. The amount of common area deduction ranges from 0%-25% of the total charges. As this charge is difficult to estimate, Landlord is using a conservative number. Notwithstanding, Tenant(s) may be paying some portion of common area usage.
- L.** Tenant shall pay for water and sewer service based on water consumed in Tenant's unit. Specifically, Tenant's bills will be calculated as follows: A water submeter is installed in the Tenant's unit to measure the total amount of water used in the unit. Water and sewer bills will be calculated by multiplying the submetered usage by a utility rate based on the utility rates of the local utility provider (which may include base or fixed charges). Tenant acknowledges that the rates paid for water and sewer service may not match the rate of the local water utility (as that rate may not be appropriate to charge to an individual unit), but that the rates used are designed in a manner to allocate Landlord's actual water and sewer costs to the apartment units. Tenant acknowledges that Tenant may be paying for some water and sewer charges attributable to common area usage.
- M.** All water and sewer related charges assessed to the Landlord/Agent may be used to calculate the amount charged to each Tenant under the selected formula described above, including, but not limited to, stormwater charges, drought surcharges/penalties, water or sewer related charges contained on tax bills, and all miscellaneous charges contained on

the utility bills received from the local water and sewer providers.

- N. Tenant shall pay for gas to heat water service based on an allocation formula, not actual meter reads. The gas to heat water bills received by Landlord from the local utility(ies) will be used to calculate the charges per apartment unit based on an allocation method. Specifically, Tenant's bill will be calculated in the following manner: The Landlord's gas to heat water bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Resident's bill will be equal to the calculated monthly percentage multiplied by the Landlord's water and sewer charges.
- O. Tenant shall also pay for trash service to the property based on an allocation formula. Specifically, the Tenant's bill will be calculated in the following manner: the property's trash bills will be allocated to the apartment units based on the square footage of each apartment units compared with the total square feet of all occupied apartment units at the property.
- P. Tenant shall also pay for pest control service by the third party billing provider. Tenant's pest control service at the Property will be billed at a flat rate of **\$2.00** monthly, which amount represents the approximate per apartment unit cost incurred by Landlord for pest control as of the date the lease was signed.
- Q. Tenant shall promptly contact the local gas and/or electric utility(ies) to establish an account in Tenant's name for the provision of gas and/or electric service to Tenant's unit. Tenant shall ensure that the start date for each such account is Tenant's move-in date. In the event Tenant fails to timely establish utility/services (or utilities/services are transferred back to Landlord during the term), Landlord may charge Tenant for any utility/service billed to Tenant with respect to the unit and may charge a reasonable administration fee (for each month or part thereof) for billing of the utility/service in the amount of **\$25.00**.
- R. Each bill will include a monthly billing fee of **\$3.75** in addition to the water, sewer, gas (to heat) water, pest control and trash charges. This monthly billing fee is for administration, billing, overhead and similar expenses charged to Landlord by the third party billing provider for providing billing services and may be increased (with 30 days written notice provided to Tenant) if Landlord expenses increase. Tenant also agrees to pay a one-time account processing fee in the amount of **\$1.95** when Tenant vacates the apartment unit. This fee shall be included on Tenant's final bill. This fee is for administration, billing, overhead and similar expenses charged to Landlord by the third party billing provider for processing the final bill.
- S. The billing methods described herein may be changed by Landlord/Agent by providing Tenant with 30 days prior written notice and Tenant acknowledges that in certain situations it is necessary to make a change to the billing method. Tenant agrees that Landlord/Agent may estimate any and all charges above upon Tenant's move-out (and such amounts shall be deemed final).
- T. The bill will be sent to Tenant by Conservice, a third party billing provider. Tenant acknowledges that the billing provider is not a public utility. Landlord reserves the right to change the third party billing provider at any time.
- U. Tenant must make payment in full to Landlord or the utility billing company of the utility charges prior to the due date listed on each bill. Landlord and Tenant agree that the actual cost to Landlord and/or billing provider when Tenant fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or utility billing provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the third party billing provider, costs in printing and mailing late notices, etc. Accordingly, Landlord and Tenant agree that if the payment is received after the enumerated due date then: Tenant shall immediately pay a late payment in the amount of **\$7.00**, which is a reasonable estimate of the costs incurred.

The undersigned Tenant(s) acknowledge(s) having read, understood and agreed to the foregoing.



Signed by Yanxin Lu

Wed Nov 18 2020 03:00:12 PM PST
Key: 194B3971; IP Address: 163.114.132.3

Yanxin Lu (Tenant)

Date



Signed by Xuewei Jiang

Wed Nov 18 2020 02:41:53 PM PST
Key: 2FD8ABDB; IP Address: 76.174.188.221

Xuewei Jiang (Tenant)

Date



Signed by Eduardo Garcia

Wed Nov 25 2020 12:55:43 PM PST
Key: E1CB760D; IP Address: 45.50.166.224

(Landlord/Landlord's Agent)

Date

**IN CASE OF FIRE
USE STAIRWAY FOR EXIT
DO NOT USE ELEVATOR**

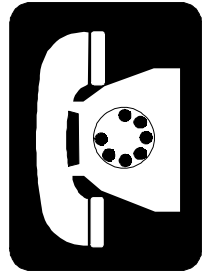
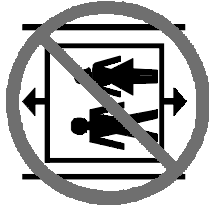
**IF YOU ARE ABLE TO
LEAVE YOUR ROOM**

- Close your unit door, and take your unit key with you.
- If there is smoke, stay low to the ground.
- Use stairways to evacuate.
- Never use elevators during a fire. They could stop at floors that contain fire.
- Handicapped persons should proceed to stairwell for assistance.
- Pull the closest fire alarm and warn other people in the area.
- If there is a telephone available, dial 911.

IF TRAPPED IN YOUR ROOM

- If your front door is hot, don't open it.
- Call the Fire Department at 911.
- Wedge cloth material along the bottom of the door to keep smoke out.
- Close as many doors as possible between you and the fire.
- Block air conditioning vents if there is smoke coming in.
- Open windows cautiously so as not to allow outside smoke to enter the room.
- Remember, if you have broken the window, you cannot close it again if you need to.

Smoke detectors are provided for your personal safety. Anyone who willfully and maliciously tampers with, damages, breaks, or removes any required smoke detector shall be guilty of a misdemeanor. Any person who willfully and maliciously sends, gives, transmits, or sounds any false alarm of fire is guilty of a misdemeanor.



This pamphlet was produced cooperatively by



California Apartment Association
980 Ninth Street, Suite 200
Sacramento, CA 95814
(800) 967-4222

California State Firefighters' Association, Inc.
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Sacramento, CA 95816

Mexican American Legal Defense and Educational Fund
634 South Spring Street, 11th Floor
Los Angeles, CA 90014

Western Center on Law & Poverty, Inc.
3701 Wilshire Boulevard, Suite 208
Los Angeles, CA 90010

Approved by the California State Fire Marshal

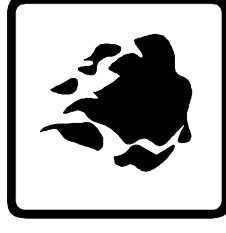


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**IMPORTANT
Do Not Discard**

Emergency Procedure Information for Tenants



This pamphlet is provided by the building management for your safety. It tells you what to do in case of fire in this building. Please read it and retain for reference.

EN CASO DE INCENDIO, USE LAS ESCALERAS PARA SALIR. NO USE EL ASCENSOR.

SI PUEDE SALIR DE SU HABITACIÓN:

- Cierre la puerta de su unidad y lleve consigo la llave de la misma.
- Si hay humo, manténgase tan cerca del suelo como pueda.
- Use las escaleras para evacuar el edificio.
- Nunca use los ascensores durante un incendio.
- Pueden detenerse en pisos donde hay fuego.
- Las personas minusválidas deben dirigirse a la caja de la escalera para que les ayuden.
- Hale la alarma de incendio más cercana y alerte a las personas que estén en el lugar.
- Si hay un teléfono, llame al 911.

SI QUEDA ATRAPADO EN SU HABITACIÓN:

- Si la puerta principal está caliente, no la abra.
- Llame al Departamento de Bomberos al 911.
- Tape la parte de abajo de la puerta con paños o géneros para que no entre humo.
- Cierre cuantas puertas le sea posible entre usted y el fuego.
- Bloquee las aberturas del aire acondicionado si está entrando humo por ellas.
- Abra las ventanas con cuidado, de modo que el humo de afuera no entre en la habitación.
- **Recuerde**, si rompe una ventana, no podrá volver a cerrarla, en caso de que necesitara hacerlo.

Los detectores de humo son para su seguridad personal. Toda persona que voluntaria y maliciosamente manipulee, dañe, rompa o remueva un detector de humo necesario, será culpable de un delito. Asimismo, toda persona que voluntaria y maliciosamente envíe, entregue, transmita o haga sonar una falsa alarma de incendio, será culpable de un delito.

KUNG MAY SUNOG GAMITIN ANG HAGDANAN SA PAGLABAS

HUWAG GAGAMITIN ANG ELEBEYTOR

KUNG MAKALALABAS KAYO NG INYONG SILID

- Isara ang pinto ng yunit, at tangayin ang susi nito.
- Kung may usok, dumikit sa lapag.
- Gamitin ang hagdanan sa paglisan.
- Huwag na huwag gagamitin ang elebeytor kung may sunog. Maaaring huminto ito sa mga palapag na may apoy.
- Kailangang tumuloy sa gawi ng hagdanan ang mga may kapansanan upang maasistehan.
- Haltakin ang pinakamalapit na sirena ng sunog at bigyang babala ang lahat ng tao sa inyong lugar.
- Kung may magagamit na telepono, tumawag sa 911.

KUNG NAKULONG KAYO SA INYONG SILID

- Kung mainit ang harap ng pinto, huwag itong bubuksan.
- Tumawag sa Departamento Para sa Pagsugpo ng Sunog sa 911.
- Pasakan ng tela ang siwang sa ilalim ng pinto upang huwag makapasok ang usok.
- Isara ang pinakamaraming bitang ng pinto sa pagitan ninyo at ng apoy.
- Pasakan rin ang daanan ng hangin ng air-con kung may lumalabas na usok duon.
- Maging maingat sa pagbubukas ng mga bintana upang huwag makapasok sa silid ang usok na nagmumula sa labas. **Tandaan**, kung nabasag na ang bintana, hindi na ito maisasara pa kung kinakailangan.

Ang mga smoke detector o panghudyat ng usok ay ikinabit upang mapangalagaan ang inyong kaligtasan. Ang sinumang manadya at pakutyang makialam, sumira, bumasag o magtanggap ng mga kinakailangang smoke detector ay lumalabag sa batas. Ang sinumang manadya at pakutyang magpadala, magbigay, tumawag o gumawa ng ingay na nagbibigay ng maling senyales ng sunog ay lumalabag sa batas.

KHI CÓ HỎA HOẠN DÙNG CẦU THANG ĐỂ THOÁT RA NGOÀI DỪNG DÙNG THANG MÁY

NẾU BẠN CÓ THỂ RỜI KHỎI PHÒNG

- Khóa cửa phòng lại và mang chìa khóa theo.
- Nếu thấy có khói, hãy nằm sát mặt đất.
- Dùng cầu thang để thoát ra ngoài.
- Dùng bao giờ dùng thang máy khi có hỏa hoạn, vì thang máy có thể ngừng lại ở tầng lầu đang bị cháy.
- Những người bị tàn tật nên đợi ở ngoài cầu thang để được giúp đỡ.
- Kéo cần báo động hỏa hoạn gần nơi bạn nhất và báo cho người trong khu đó biết.
- Nếu có điện thoại, gọi số 911.

NẾU BẠN BỊ KẾT Ở TRONG PHÒNG

- Nếu thấy cửa ra ngoài bị nóng, xin đừng mở cửa.
- Gọi Số Cứu Hỏa ở số 911.
- Nhét khăn vào dưới khe cửa để ngăn cho khói không vào phòng.
- Đóng càng nhiều cửa càng tốt để cô lập bạn và nơi đang bị cháy.
- Đóng ống thông hơi gió lại nếu thấy có khói thoát ra từ đó.
- Mở cửa sổ một cách cẩn thận để khói ở ngoài không lọt vào phòng. **Hãy nhớ rằng**, nếu bạn đã đập bể cửa sổ, bạn sẽ không đóng được cửa sổ đó lại khi cần.

Máy báo động hỏa hoạn được cung cấp để giữ an toàn cho bạn. Những người cố tình và cố ý cây phá, làm hỏng, đập bể, hoặc tháo gỡ bất cứ máy báo động hỏa hoạn nào sẽ được coi là phạm tội sơ suất. Những người nào cố tình và cố ý gửi đi, thông báo, truyền tin, hoặc báo động hỏa hoạn giả tạo sẽ bị coi là phạm tội sơ suất.

萬一發生火警 請使用樓梯作為出口 不要使用電梯

如果你能夠離開你的房間

- 將你居住房間的房門關上，並將房門鑰匙隨身帶上。
- 如果冒煙，盡量貼近地面。
- 逃離時使用樓梯作為逃生出口。
- 在發生火災時千萬不要使用電梯。
- 電梯可能在發生火災的樓層停下。
- 殘障人士應趕到樓梯前以尋求援助。
- 將距離最近的火警警報拉下，並警告附近的其他人盡快離開。
- 如果找到電話，打 911 求助。

如果被關在房間內

- 如果你的前門很熱，就不要開門。
- 打 911 電話向消防隊求助。
- 用布條將門下的門縫堵住，以阻止濃煙進入房間。
- 將你和火源之間的所有房門關上，關上的房門越多越好。
- 如果煙霧從空調系統進入房間，應關閉空調系統的出口。
- 打開窗門要十分小心，以防濃煙從外面吹進。
- 記住，如果你將窗戶的玻璃打破，你可能在需要時再也無法關上。

為了你的安全報警，我們安裝了煙霧報警器。任何故意并惡意地損壞、破壞、打爛、拆走必需的煙霧報警器的行為均屬於不端行為的輕罪。任何人故意并惡意地捏造、發出、傳遞、偽報不實的火警，也屬於不端行為的輕罪。